



**DRMS LEGAL SEARCH
SOFTWARE LEASE AGREEMENT**

THIS SOFTWARE LEASE AGREEMENT is entered into as of this _____ day of _____, 2025 by and between DATA RECORDS MANAGEMENT SERVICES, LLC a Kentucky Limited Liability Company of 3445 Paducah Bank, Drive, Paducah, KY 42003, ("Lessor") and ___Jeff Cole___, of ___Anderson County TN Government ("Lessee").

RECITALS:

WHEREAS, Lessor is the owner of a software product known as DRMS Legal Search, and

WHEREAS, Lessee desires to lease said software from Lessor for exclusive use by the Anderson County Clerk under the terms and conditions as stated in this Agreement;

NOW THEREFORE, Lessor and Lessee agree as follows:

1. **Software Lease.** Lessor agrees to lease to Lessee a non-exclusive, non-transferable license to utilize the DRMS Legal Search Software (the "Software"). The Software is and shall at all times be and remain the sole and exclusive property of the Lessor and Lessee shall have no right, title or interest in or to the Software except as to the use as subject to the terms and conditions of this Agreement.

2. **Maintenance and Support.** In addition to the lease of the Software, Lessee will receive all updates and upgrades to the Software at no additional cost. Lessor will provide Lessee with telephone support for the installation, configuration, and operation of the Software. Additionally, Lessee will have access via telephone to the customer service employees and contractors of Lessor to obtain technical assistance during Lessor's normal business hours (excluding Lessor's recognized holidays). Lessor's contact information for services provided hereunder is as follows:

Phone: (877) 443 - 1610

Fax: (270) 443 - 1255

Email: support@drmsusa.com

Office Hours: Monday-Friday 8:00 AM CST – 5:00 PM CST (excluding DRMS recognized holidays)

Pricing/Payment. Lessee agrees to pay Lessor the sum of **\$300.00 per month** for AI Legal Search with software licensing as applicable. **The cost for transportation, scanning, indexing and online posting of 5 Meeting Minutes books is included with**



the first month's payment. The total lease payment due per month from Lessee to Lessor shall be: **\$300.00**. Payments shall be due on or before the first day of the month.

Lessee agrees to timely pay all amounts due hereunder. Amounts 30 days past due will be subject to a service charge at the maximum rate of interest permitted by law until paid. Lessee shall be responsible for all costs and expenses incurred by Lessor in its enforcement of this Agreement, including but not limited to reasonable collection agency or attorney's fees and court filing fees. Lessor reserves the right to terminate Lessee's access to the Software in the event of nonpayment of any charges due.

3. Term; Termination. This Agreement shall take effect as of the date stated above. The Primary Term of this agreement will be for 3 years. Upon expiration of the Primary Term, this Software Lease Agreement shall be renewed for two(2) successive one-year terms (the Renewal Terms) upon agreement by the parties, unless terminated by providing written notice to the other party at least ninety (90) days prior to the expiration of the then-current term.

Upon termination of this Agreement, whether upon cancellation, expiration, or default, Lessee's access to the Software will terminate, and all image files processed through the Software will be exported.

4. Additional Software Leases. If Lessee is a party to another software lease agreement with Lessor, said agreement shall be renewed in conjunction with this Agreement, and shall run concurrent with the term hereof. In such event, Lessee acknowledges that other software offered by Lessor does not include AI imbedding, therefore all books or digital images already processed by Lessee through the existing software must be reprocessed through the Legal Search Software Application.

5. Default. The following shall be deemed events of default:

- a. Lessee fails to pay any amount required under this agreement within thirty (30) days after the same is due and payable;
- b. Lessee fails to observe, keep or perform any of its other obligations under this Software Lease Agreement or any other Agreement between Lessor and Lessee;
- c. Lessee becomes insolvent, or institutes (or there is instituted against it) proceedings in bankruptcy, insolvency, reorganization or dissolution, or makes an assignment for the benefit of creditors.
- d. Lessee, without Lessor's prior consent, attempts to alter, modify, translate, decompile, disassemble, copy, sell, trade, transfer, encumber, pledge, sublease or in any way dispose of the Software.

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Upon an occurrence of an Event of Default, Lessor may immediately terminate this Agreement and take possession of the Software without demand or notice, with or without court order. Lessee hereby waives any and all damages occasioned by such retaking. Upon the occurrence of an Event of Default, the entire amount remaining under this Agreement for the then-current term shall be immediately due and payable. Additionally, Lessor shall have all such other remedies and rights as may be available at law.

8. Intellectual Property Rights. All intellectual property rights with respect to the Software are owned by Lessor. Lessee shall acquire no ownership interest in the Software through this Agreement.

9. Indemnity; Limitation of Liability. Lessee shall indemnify and hold Lessor harmless of and from any and all claims, losses, liabilities (including negligence, tort and strict liability), damages, judgments, suits or legal proceedings, including court costs, expenses and reasonable attorneys' fees, related to the use of the Software, provided however that Lessor shall indemnify and hold Lessee harmless to the same degree expressed herein from any claim that Lessee's use of the Software violates the intellectual property rights of another.

Lessee acknowledges and agrees that neither Lessor nor its officers, employees or agents, will be liable for any loss or damage arising out of or resulting from Lessor's provision of the Software under this Agreement, or any use of the Software by the Lessee or its employees; and Lessee hereby releases Lessor to the fullest extent from any such liability, loss, damage or claim.

10. Miscellaneous

- a. This Agreement will be governed by and construed and interpreted according to the substantive laws of the State of Tennessee, without giving effect to its choice of law provisions. The parties hereby consent to the exclusive jurisdiction of the state courts sitting in Anderson County, Tennessee with respect to all matters arising out of or related to this Agreement.
- b. This Agreement contains the entire agreement between Lessor and Lessee with regard to the Software and supersedes any previous understanding, commitments or agreements, oral or written. Further, this Agreement may not be modified, changed, or otherwise altered in any respect except by a written agreement signed by both the Lessor and Lessee.
- c. Lessee shall not assign any part of this Agreement without prior written consent of Lessor.

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DESIGNING BY AI

- d. To the extent that any provisions of this Agreement are determined by a court of competent jurisdiction to be invalid or unenforceable, such provisions will be deleted from this Agreement or modified so as to make them enforceable and the validity and enforceability of the remainder of such provisions and of this Agreement will be unaffected.
- e. Any failure or delay by Lessor to exercise any right, power or privilege hereunder or to insist upon observance or performance of the provisions of this Agreement shall not operate or be construed as a waiver thereof.

The parties have executed this agreement as of the date above.

LESSOR:

Data Records Management Services, LLC

By: _____

Title: _____


LESSEE:

Anderson
Fentress County Clerk

By: _____

Title: _____

APPROVED AS TO LEGAL FORM



James W. Brooks
Anderson County Law Director

MEMORANDUM OF UNDERSTANDING

Anderson County Emergency Medical Services (ACEMS) and Ridgeview Psychiatric Hospital and Center, Inc.

This Memorandum of Understanding (MOU) is made and entered into by and between **Anderson County Emergency Medical Services (ACEMS) and Ridgeview Psychiatric Hospital and Center, Inc. (Ridgeview)** for the purpose of establishing a collaborative training program for Community Paramedics. This program will provide training in Ridgeview's Substance Use Disorder Program and Mobile Crisis Team operations.

PURPOSE:

The purpose of this MOU is to outline the roles and responsibilities of ACEMS and Ridgeview in the training of Community Paramedics. The training will enhance the paramedics' ability to respond to behavioral health crises and substance use disorder cases in the community.

SCOPE:

Ridgeview will provide structured training sessions to Community Paramedics covering the following areas:

- Overview of Substance Use Disorder Program components
- Protocols and procedures of the Mobile Crisis Team
- Crisis intervention techniques and de-escalation strategies
- Referral pathways and coordination with behavioral health services

RESPONSIBILITIES:

ACEMS agrees to:

- Identify and assign Community Paramedics for training
- Coordinate scheduling with Ridgeview for training sessions
- Support paramedics in applying learned skills in the field

Ridgeview agrees to:

- Provide qualified trainers and training materials
- Facilitate access to program sites and staff for experiential learning
- Evaluate training outcomes and provide feedback to ACEMS

CONFIDENTIALITY:

The entities shall maintain the privacy and confidentiality of all protected information regarding confidential personal facts, circumstances, relations, communications and other protected health information of their clients in accordance with all applicable federal and state laws and regulations (including, but not limited to, the Health Insurance Portability and Accountability Act and its implementing regulations set forth at 45 C.F.R. Part 160 and Part 164) and Tennessee statutes protecting privileged communications. The entities shall not use or disclose patient information, other than as permitted or required by law and this MOU for the proper performance of duties and responsibilities outlined above. The entities shall use appropriate safeguards to prevent use or disclosure of patient information other than as provided pursuant to applicable federal and state laws.

DURATION:

This MOU shall be effective from the date of signing and shall remain in effect for one year, with the option for renewal upon mutual agreement.

TERMINATION:

Either party may terminate this MOU with 30 days written notice to the other party.

This MOU represents the agreement and commitment, by both entities, to support and implement a collaborative partnership aimed at assisting consumers with mental illness and/or substance use disorders. It is effective upon signing and shall remain in effect until termination by

Ridgeview Behavioral Health ServicesBy: 

Brian Buuck, CEO

Ridgeview Behavioral Health Services
240 W. Tyrone Road
Oak Ridge, TN 37830
(865) 481-6170

Date: 9/15/25**Anderson County Emergency Medical Services**By: Name: Nathan Sweet

Anderson County Emergency Medical Services

314 Public Safety Lane


Clinton, TN 37716

Phone #: 865-457-8609

Date: 9/18/2025**APPROVED AS TO LEGAL FORM**
James W. Brooks**Anderson County Law Director**

26-0057

03.05.25 GG

 GOVERNMENTAL GRANT CONTRACT (cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)					
Begin Date October 01, 2025		End Date September 30, 2026		Agency Tracking # Z26THS008	Edison ID 87701 (PT)
Grantee Legal Entity Name Anderson County Sheriff's Office					Edison Vendor ID 4145
Subrecipient or Recipient <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Recipient		Assistance Listing Number - 20.600 Grantee's fiscal year end - June 30			
Service Caption (one line only) Community Traffic Safety Enforcement and Education (PT)					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2026		\$27,200.00			\$27,200.00
TOTAL:		\$27,200.00			\$27,200.00
Grantee Selection Process Summary <input checked="" type="checkbox"/> Competitive Selection <div style="float: right; text-align: right;"> Grants will be awarded based on the highest scores, data, and funding availability. Law enforcement grants will be awarded based on data provided by the Department of Safety and Homeland Security's Tennessee Integrated Traffic Analysis Network (TITAN) business unit. Data is imported into a funding allocation tool which places a dollar amount per county based on the data provided by TITAN. </div> <input type="checkbox"/> Non-competitive Selection					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				CPO USE - GG	
Speed Chart (optional)		Account Code (optional)			

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF SAFETY AND HOMELAND SECURITY
AND
Anderson County Sheriff's Office**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Safety and Homeland Security, hereinafter referred to as the "State" or the "Grantor State Agency" and Anderson County Sheriff's Office, hereinafter referred to as the "Grantee," is for the provision of implementing a highway safety grant, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 4145

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The Grantee shall undertake Police Traffic Services Highway Safety Project(s) as defined in the Tennessee Highway Safety Plan and may include the following: participation in law enforcement activities to reduce speeding, aggressive driving, driving under the influence, and non-seat belt usage for children and passengers, as well as, activities to promote high visibility highway safety campaigns; provide training to increase skills and knowledge including but not limited to: Standardized Field Sobriety Testing (SFST), Traffic Stops, Radar Training, Officer Spanish Communication; education and networking opportunities for law enforcement officials and other community stakeholders will be provided.
- A.3. General Grant Requirements. The Grantee shall prepare and submit to the State claims and status reports at a minimum of quarterly on the form specified by the State, for the quarters of the Federal Fiscal Year ending December 31, March 31, June 30, and September 30. All claims and status reports are due in the State office no later than the first (1st) of the second month following the end of the covered reporting period as shown below:

Monthly Claims and Status Reports	
Reporting Period	Due Date
October	December 1st
November	January 1st
December	February 1st
January	March 1st
February	April 1st
March	May 1st
April	June 1st
May	July 1st
June	August 1st
July	September 1st
August	October 1st
September	November 1st

Quarterly Claims and Status Reports	
Reporting Period	Due Date
October 1 through December 31	February 1st
January 1 through March 31	May 1st

April 1 through June 30	August 1st
July 1 through September 30	November 1st

The Grantee agrees:

- a. To prepare and submit to the State a final report for each grant, on the form specified by the State, thirty (30) days following the final quarter.
- b. That all manufactured products used in implementing the project which is funded under this Grant Contract are produced in the United States, in accordance with Section 165 of the Surface Transportation Act of 1982 (Pub.L. 97-424; 96 Stat. 2097), unless the Secretary of Transportation has determined under Section 165 that it is appropriate to waive this requirement.
- c. To comply with the Buy America requirement (23 U.S.C. § 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than twenty-five percent (25%). In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.
- d. To comply with provisions of the Hatch Act (5 U.S.C. §§ 1501–1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- e. To not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.
- f. That it is encouraged to adopt and enforce, in accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. Information and resources on traffic safety programs and policies for employers, including information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives, are available from the Network of Employers for Traffic Safety (NETS®, <https://trafficsafety.org/>), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. Information on statistics, campaigns, and program evaluations and references are available through NHTSA (www.nhtsa.gov).
- g. That, to receive funds under this Grant Contract, it has an acceptable financial management system pursuant to 49 CFR § 18.20.
- h. To identify, report, and use any Program Income generated from grant funds as defined in 23 CFR Part 1200.34.
- i. That, to receive funds under this Grant Contract, it has an acceptable procurement system pursuant to 49 CFR § 18.36.
- j. To assist the State in meeting the requirements of subrecipient monitoring and to permit the State and the U.S. Department of Transportation to inspect the Grantee's records as deemed necessary for grant monitoring purposes. The Grantee shall be aware that subrecipient monitoring is not the same as program monitoring and is conducted independently, although some Grantee activities may be monitored by both State program personnel and State subrecipient monitoring personnel. One aspect of the Grantee's

assistance shall be that the Grantee have a written policy, and submit it to the State upon request, that clearly explains how the Grantee meets the U.S. Department of Labor's Fair Labor Standards Act's requirements for hours of work and overtime pay (see <https://www.dol.gov/agencies/whd/flsa>).

- k. That facilities and equipment acquired under this Grant Contract for use in the highway safety program shall be used and kept in operation for highway safety purposes by the State; or the State, by formal agreement with appropriate officials of the Grantee, may cause the same to be used and kept in operation for highway safety purposes.
- l. That, when issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing the project funded in whole or in part with federal funds, such documents clearly state: 1) the percentage of the total cost of the project which will be financed with federal funds, and 2) the dollar amount of federal funds for the project.
- m. All law enforcement grantees must submit campaign data into the State's Tennessee Highway Safety Office ("THSO") website within two (2) weeks following conclusion of a National Highway Transportation Safety Administration ("NHTSA") campaign.

A.4. Drug-Free Workplace. The Grantee further agrees:

- a. To notify each employee engaged in the performance of this Grant Contract and to notify each such employee that as a condition of employment, he or she will abide by the terms of the Drug-Free Workplace Statement and notify his or her employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction. Notification by Grantee to employee shall take place by delivering a copy of the Drug-Free Workplace Guidelines established by the Tennessee Department of Human Resources to each employee.
- b. That, upon notification from an employee of any criminal drug statute conviction, the Grantee shall notify the State within ten (10) days after receiving notice from an employee of any criminal drug statute conviction.
- c. To take the following two (2) actions, within thirty (30) days of receiving notice from an employee of any criminal drug statute conviction, as provided in the second preceding paragraph:
 - (1) Taking appropriate personnel action against such an employee, up to and including termination; or
 - (2) Requiring such employees to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- d. To make a good faith effort to continue to maintain a drug free workplace through implementation of the subject matter of the three (3) preceding paragraphs.

A.5. Interacting with individuals under eighteen (18) years of age. This provision shall only apply if it is indicated that a purpose of any or all of the activities to be carried out under this Grant Contract is to benefit a set of individuals under eighteen (18) years of age ("Participating Minors"). If the purpose of any or all of the activities to be carried out under this Grant Contract is to benefit a set of Participating Minors, the Grantee, and any Subgrantee, shall make determinations of suitability for interacting with Participating Minors as set forth in federal guidelines. This determination of suitability must be made before individuals, regardless of employment status with the Grantee or Subgrantee, may interact with Participating Minors.

A.6. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the

Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.

- a. This Grant Contract document with any attachments.
- b. The Tennessee Highway Safety Office Grants Management Manual, including all federal certifications and assurances in Appendix A, located at <http://tntrafficsafety.org/grant-management-manual>.
- c. The Grantee's application as marked "Grant Awarded" in TN Grants located at www.THSGrants.org.

A.7. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment Two, is incorporated in this Grant Contract.

B. TERM OF CONTRACT:

This Grant Contract shall be effective on October 01, 2025 ("Effective Date") and extend for a period of twelve (12) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Twenty Seven Thousand Two Hundred Dollars and Zero Cents (\$27,200.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment One is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Tennessee Department of Safety and Homeland Security
 Tennessee Highway Safety Office
 Tennessee Tower, 25th Floor
 312 Rosa L. Parks Avenue
 Nashville, TN 37243

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
 - (1) Invoice/Reference Number (assigned by the Grantee).

- (2) Invoice Date.
- (3) Invoice Period (to which the reimbursement request is applicable).
- (4) Grant Contract Number (assigned by the State).
- (5) Grantor: Tennessee Department of Safety and Homeland Security / Tennessee Highway Safety Office.
- (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
- (7) Grantee Name.
- (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
- (9) Grantee Remittance Address.
- (10) Grantee Contact for Invoice Questions (name, phone, or fax).
- (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:

- i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
- ii. The amount reimbursed by Grant Budget line-item to date.
- iii. The total amount reimbursed under the Grant Contract to date.
- iv. The total amount requested (all line-items) for the Invoice Period.

b. The Grantee understands and agrees to all of the following.

- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
- (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
- (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this Section C.5.

C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may request revisions of Grant Budget line-items by letter, giving full details supporting such request, provided that such revisions do not increase total Grant Budget amount. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are explicitly set forth. Any increase in the total Grant Budget amount shall require a Grant Contract amendment.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date, in form and substance acceptable to the State.

- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
- b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
- c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for

reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.

- d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Central Procurement Office Policy Statement 2013-007 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
 - a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
 - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to,

the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

- c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

- D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

Clyde "Buddy" Lewis, Director
Tennessee Department of Safety and Homeland Security
Tennessee Highway Safety Office
Tennessee Tower, 25th Floor
312 Rosa L. Parks Avenue
Nashville, Tennessee 37243
Telephone #: (615) 741-2589

The Grantee:

Steve Owens,
Anderson County Sheriff's Office
101 S. Main Street, Suite 400
CLINTON, TN, Tennessee 37716
Email Address: sowens@tnacso.net
Telephone #: (865) 457-1210

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

- D.11. HIPAA Compliance. As applicable, the State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
 - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:
- NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.
- The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.
- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.

At least ninety (90) days before the end of its fiscal year, the Grantee shall complete the Information for Audit Purposes ("IAP") form online (accessible through the Edison Supplier portal) to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed form online during the Grantee's fiscal year. Immediately after the fiscal year has ended, the Grantee shall fill out the End of Fiscal Year ("EOFY") (accessible through the Edison Supplier portal).

When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.327 when procuring property and services under a federal award.

The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.

For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds ten thousand dollars (\$10,000.00).

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be

confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 through 67-6-608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
- b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.

- D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with the requirements of this Grant Contract and applicable state and federal law. All material, information, and data regardless of form, medium or method of communication, that the Grantee will have access to, acquire, or is provided to the Grantee by the State or acquired by the Grantee on behalf of the State shall be regarded as "Confidential Information." The State grants the Grantee a limited license to use the Confidential Information but only to perform its obligations under the Grant Contract. Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required under state or federal law or otherwise authorized in writing by the State. Grantee shall take all necessary steps to safeguard the confidentiality of such Confidential Information in conformance with the requirements of this Grant Contract and with applicable state and federal law.

As long as the Grantee maintains State Confidential Information, the obligations set forth in this Section shall survive the termination of this Grant Contract.

- D.36. State Sponsored Insurance Plan Enrollment. The Grantee warrants that it will not enroll or permit its employees, officials, or employees of contractors to enroll or participate in a state sponsored health insurance plan through their employment, official, or contractual relationship with Grantee unless Grantee first demonstrates to the satisfaction of the Department of Finance and Administration that it and any contract entity satisfies the definition of a governmental or quasigovernmental entity as defined by federal law applicable to ERISA.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.

- E.2. [This provision only applies if the Maximum Liability in Section C.1. is \$30,000.00 or more]

Federal Funding Accountability and Transparency Act (FFATA).

This Grant Contract requires the Grantee to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable FFATA requirements, including but not limited to those below, are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

a. Reporting of Total Compensation of the Grantee's Executives.

- (1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:

- i. 80 percent or more of the Grantee's annual gross revenues from Federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub awards); and
- ii. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and sub awards); and
- iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)):

- i. Salary and bonus.
- ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

- b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.

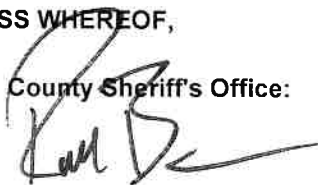
- c. If this Grant Contract is amended to extend its term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant Contract becomes effective.

- d. The Grantee will obtain a Unique Entity Identifier (SAM) and maintain its number for the term of this Grant Contract. More information about obtaining a Unique Entity Identifier can be found at: <https://www.gsa.gov>.

The Grantee's failure to comply with the above requirements is a material breach of this Grant Contract for which the State may terminate this Grant Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Grantee unless and until the Grantee is in full compliance with the above requirements.

IN WITNESS WHEREOF,

Anderson County Sheriff's Office:



10-03-25

GRANTEE SIGNATURE

DATE

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF SAFETY AND HOMELAND SECURITY:

JEFF LONG, COMMISSIONER

DATE

ATTACHMENT TWO

Federal Award Identification Worksheet

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM))	Anderson County Sheriff's Office
Subrecipient's Unique Entity Identifier (SAM)	FYPENE4ABBG6
Federal Award Identification Number (FAIN)	69A37525300004020TN0
Federal award date	10/01/2025
Subaward Period of Performance Start and End Date	10/01/2025 - 09/30/2026
Subaward Budget Period Start and End Date	10/01/2025 - 09/30/2026
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title	20.600, State and Community Highway Safety
Grant contract's begin date	10/01/2025
Grant contract's end date	09/30/2026
Amount of federal funds obligated by this grant contract	\$27,200.00
Total amount of federal funds obligated to the subrecipient	\$27,200.00
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$7,468,389.33
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	State and Community Highway Safety
Name of federal awarding agency	National Highway Traffic Safety Administration (NHTSA)
Name and contact information for the federal awarding official	Atlanta Federal Center 61 Forsyth Street, SW Atlanta, GA 30303 Phone: (404) 562-3739 Fax: (404) 562-3763 E-mail: Region4@dot.gov
Name of pass-through entity	Tennessee Department of Safety and Homeland Security, Tennessee Highway Safety Office
Name and contact information for the pass-through entity awarding official	Buddy Lewis, Director Tennessee Highway Safety Office Tennessee Tower, 25th Floor 312 Rosa L. Parks Avenue Nashville, TN 37243 Telephone #: (615) 741-2589
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.332 for information on type of indirect cost rate)	0%



Tennessee Department of Safety & Homeland Security
Tennessee Highway Safety Office

SIGNATURE AUTHORITY CONSENT FORM

I Terry Frank as the Mayor of
Name of Person Granting Signature Authority (Printed) Title of Person Granting Authority

Anderson County Government hereby grant the person(s) identified below signatory authority
Name of Organization Receiving Grant

for the 2025-2026 grant awarded by the Tennessee Highway Safety Office. The following individual or individuals are entitled to sign all grant related documents on behalf of my organization.

Captain Steve Owens
Name and Title (Printed)

[Signature]
Signature

Name and Title (Printed)

Signature

Name and Title (Printed)

Signature

The above signatory authority granted to the above individual(s) may be revoked by me or by my organization at any time by written notice to the Tennessee Highway Safety Office.

APPROVED AS TO LEGAL FORM

[Signature]
James W. Brooks
Anderson County Law Director

Signature of Person Granting Authority

Date

26-0053

MEMORANDUM

00154

TO: Veronica Coleman, Fiscal Director
Office of Business and Finance

FROM: Jennifer Brinkman, Director
Office of Criminal Justice Programs

CC: Daina Moran, Deputy Director
Ronald G. Williams Asst. Director; Quality Assurance
Wendy Heath, Asst. Director; Fiscal

DATE: July 22, 2025

SUBJECT: Distribution of Grant Funds

OCJP respectfully submits the enclosed completed contract under a DGA for processing and entering into Edison.

Grant Award Type: JAG DTF

DGA #: 77222 - JAG(END-6/30/2029)

Authorized Agency: 7th Judicial District Attorney General's Office

Edison ID#: 00154

County Location: 01000

Category #: JAG DTF Law Enforcement Services - 92101501

This grant has met all the requirements to receive grant funds as determined by the Office of Criminal Justice Programs, Department of Finance and Administration.

This Grant includes indirect costs: ☐ Yes ☒ No

This is a VOCA grant that contains a Match Waiver:

☐ Yes ☒ No

For questions or assistance regarding this contract, please contact Brittney Whitson at brittney.whitson@tn.gov

STATE AGENCIES ONLY

Match Source (select all that apply)

☐ Cash

☐ In-Kind

☐ Miscellaneous Appropriations

Positions (if applicable)

Number of Full-Time: _____

Number of Part-time: _____

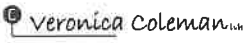
 OCJP

 OGL



GOVERNMENTAL GRANT CONTRACT

(cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)

Begin Date 07-01-2025	End Date 06-30-2028	Agency Tracking #	Edison ID 00154
Grantee Legal Entity Name 7th Judicial District Attorney General's Office			Edison Vendor ID 4145
Subrecipient or Recipient <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Recipient		Assistance Listing Number: 16.738 Grantee's fiscal year end: 06-30	
Service Caption (one line only) FY26-28 Drug & Violent Crime Task Force Support,			
Funding —			
FY	State	Federal	Interdepartmental
FY26		\$75,000.00	
FY27		\$75,000.00	
FY28		\$75,000.00	
TOTAL:		\$225,000.00	
Grantee Selection Process Summary			
<input checked="" type="checkbox"/> Competitive Selection		The Competitive Selection process utilized was as per the DGA.	
<input type="checkbox"/> Non-competitive Selection			
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.  8/6/2025		CPO USE - GG	
Speed Chart FA00003600	Account Code		

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF FINANCE AND ADMINISTRATION,
OFFICE OF CRIMINAL JUSTICE PROGRAMS
AND
7TH JUDICIAL DISTRICT ATTORNEY GENERAL'S OFFICE**

This Grant Contract, by and between the State of Tennessee, Department of Finance and Administration, Office of Criminal Justice Programs, hereinafter referred to as the "State" and 7th Judicial District Attorney General's Office, hereinafter referred to as the "Grantee," is for the provision of administering state and federal funds for the improvement of the criminal justice system and victim services as required by the Bureau of Justice Assistance (BJA) as further defined in the "SCOPE OF SERVICES."

Grantee Edison Vendor ID # 4145

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The Grantee shall comply with and perform all services, functions, and/or requirements as stated in the grantee's application under which this Grant Contract is awarded, and that is hereby incorporated into this Grant Contract as Attachment A, attached hereto.
- A.3. The Grantee shall comply with all reporting requirements described in the Grantee's application, in correspondence from the Office of Criminal Justice Programs, and in the Office of Criminal Justice Programs Administrative Manual located on the website at <https://www.tn.gov/finance/office-of-criminal-justice-programs/ocjp/ocjp-grants-manual.html>.
- A.4. The Grantee shall comply with all other requirements described in the Grantee's application and in the Office of Criminal Justice Programs Administrative Manual located on the website at <https://www.tn.gov/finance/office-of-criminal-justice-programs/ocjp/ocjp-grants-manual.html>. The Grantee agrees to comply with any changes in requirements made in the manual and/or identified in correspondence from the Office of Criminal Justice Programs.
- A.5. The Bureau of Justice Assistance (BJA) program should carry out a multi-faceted response to crime and victimization by supporting the improvement of the infrastructure of the state's criminal justice system through the program priority. The following activities will be conducted with Edward Byrne Memorial Justice Assistance Grant (JAG) funding:
 - a. The Grantee will gather and maintain data relating to grant project activities and program performance as required by the JAG fund source and Office of Criminal Justice Programs. The data collected should support the information submitted on required reports.
 - b. The Grantee is responsible for annual reporting of output and performance measurement data on their projects to OCJP using the report forms available for JAG per the OCJP Grants Manual.
 - c. Any change in terms or conditions will require a contract amendment.
- A.6. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.

- a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b. and c., below);
- b. the State grant proposal solicitation as may be amended, if any;
- c. the Grantee's proposal (Attachment A) incorporated to elaborate supplementary scope of services specifications.

A.7. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment B, is incorporated in this Grant Contract.

B. TERM OF AGREEMENT:

- B.1. This Grant Contract shall be effective on 07/01/2025 ("Effective Date") and extend for a period of thirty six (36) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Two hundred twenty-five thousand Dollars (\$225,000.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment A-1 for fiscal year 2026, Attachment A-1 for fiscal year 2027, and Attachment A-1 for fiscal year 2028, is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Tennessee Department of Finance and Administration
Office of Business and Finance
Attention: Invoicing
312 Rosa L. Parks Avenue, Suite 2000
Nashville, TN 37243-1102
OBF.Grants@tn.gov

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
 1. Invoice/Reference Number (assigned by the Grantee).
 2. Invoice Date.
 3. Invoice Period (to which the reimbursement request is applicable).
 4. Grant Contract Number (assigned by the State).
 5. Grantor: Department of Finance and Administration, Office of Criminal Justice Programs.
 6. Grantor Number (assigned by the Grantee to the above-referenced Grantor).
 7. Grantee Name.
 8. Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
 9. Grantee Remittance Address.
 10. Grantee Contact for Invoice Questions (name, phone, or fax).
 11. Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following.
 - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.
 1. An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
 2. An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
 3. An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to twenty percent (20%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the

Grant Budget, grand total amounts shall require an amendment of this Grant Contract.

- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within forty-five (45) days of the Grant Contract end date and in form and substance acceptable to the State.
- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by Section C of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit said refund with the final grant disbursement reconciliation report.
 - b. The State shall not be responsible for the payment of any invoice submitted to the state after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
 - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.
 - d. The Grantee must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Central Procurement Office Policy Statement 2013-007 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other

agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.

C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.

- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
- b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying,"

"Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.

- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract. Notwithstanding the foregoing, when administering a Federal or State grant, the Tennessee Department of Finance and Administration, Office of Criminal Justice Programs may contract with an entity for which a current employee of the State of Tennessee is providing criminal justice or victim service related professional services including training for allied professionals as an employee or independent contractor of the entity outside of his/her hours of state employment, provided that such outside employment does not violate applicable law, the state agency's policies, or create a conflict of interest.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
 - c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

- D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

Brittney Whitson, Program Manager
Department of Finance and Administration
Office of Criminal Justice Programs

312 Rosa L. Parks Avenue,
Suite 1800
Nashville, Tennessee 37243-1102
Email: brittney.whitson@tn.gov
Telephone # (615) 532-0417

The Grantee:

Brian Yook, DTF Director
7th Judicial District Attorney General's Office
101 South Main Street Suite 300
Clinton, TN 37716-3622
byook@oakridgetn.gov
Telephone # (865) 457-5640

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee State constitutional, or statutory law. The Grantee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination
- D.11. HIPAA Compliance. As applicable, the State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
 - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.

- c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.

- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 et seq., or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a Grant Contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law. At least ninety (90) days before the end of its fiscal year, the Grantee shall complete the Information for Audit Purposes ("IAP") form online (accessible through the Edison Supplier portal) to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed form online during the Grantee's fiscal year. Immediately after the fiscal year has ended, the Grantee shall fill out the End of Fiscal Year ("EOFY") (accessible through the Edison Supplier portal).

When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a

competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.327 when procuring property and services under a federal award.

The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.

For purposes of this Grant Contract, the term “equipment” shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds ten thousand dollars (\$10,000.00).

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. “Force Majeure Event” means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart

from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-id?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, et seq., addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
- b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.

D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with the requirements of this Grant Contract and applicable state and federal law. All material, information, and data regardless of form, medium or method of communication, that the Grantee will have access to, acquire, or is provided to the Grantee by the State or acquired by the Grantee on behalf of the State shall be regarded as "Confidential Information." The State grants the Grantee a limited license to use the Confidential Information but only to perform its obligations under the Grant Contract. Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required under state or federal law or otherwise authorized in writing by the State. Grantee shall take all necessary steps to safeguard the confidentiality of such Confidential Information in conformance with the requirements of this Grant Contract and with applicable state and federal law.

As long as the Grantee maintains State Confidential Information, the obligations set forth in this Section shall survive the termination of this Grant Contract.

D.36. State Sponsored Insurance Plan Enrollment. The Grantee warrants that it will not enroll or permit its employees, officials, or employees of contractors to enroll or participate in a state sponsored health insurance plan through their employment, official, or contractual relationship with Grantee unless Grantee first demonstrates to the satisfaction of the Department of Finance and Administration that it and any contract entity satisfies the definition of a governmental or quasi-governmental entity as defined by federal law applicable to ERISA.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Transfer of Grantee's Obligations. The Grantee shall not transfer or restructure its operations related to this Grant Contract without the prior written approval of the State. The Grantee shall immediately notify the State in writing of a proposed transfer of restructuring of its operations related to this Grant Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving a proposed transfer or restructuring.
- E.3. Counterpart Clause: This agreement may be executed in two or more dated counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same effective instrument.
- E.4. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. If applicable and as required by 2 CFR 200.216, Grantee is prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system. As described in Public Law 115-232, Section 889, "covered telecommunications equipment" is as follows:
- a. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - b. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - c. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - d. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- E.5. Suspension of Payment.
- a. In addition to termination of this Grant Contract for convenience or for cause, the State may suspend payment under this Grant Contract upon one or more of the following occurrences:
 - i. Grantee's failure to comply with the terms of Section A of this Grant Contract;
 - ii. More than one instance, after written notice, of Grantee's failure to address reportable findings in a Monitoring Report issued by the State; or
 - iii. Grantee's failure to comply with any terms or Sections of this Grant Contract,

which the State determines is detrimental to the welfare or best interests of Grantee's service recipients.

- b. The State will provide written notice to Grantee for the suspension of payments under this Grant Contract. The State may suspend payment pending resolution of an investigation or until Grantee corrects a finding of non-compliance with the terms of this Grant Contract. Suspension of payments shall not exceed two hundred and forty (240) days and the suspension of payments does not prohibit the State from exercising any other rights or seeking other remedies available to it, including the termination of this Grant Contract for convenience or for cause as provided in Section.

E.6. Federal Funding Accountability and Transparency Act (FFATA). This Grant Contract requires the Grantee to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Grantee provides information to the State as required. The Grantee shall comply with the following:

a. Reporting of Total Compensation of the Grantee's Executives.

1. The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:
 - i. 80 percent or more of the Grantee's annual gross revenues from Federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub awards); and
 - ii. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and sub awards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.

2. Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)):
 - i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans

that do not discriminate in favor of executives, and are available generally to all salaried employees.

- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.
 - c. If this Grant Contract is amended to extend the Term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant Contract becomes effective.
 - d. The Grantee will obtain a Unique Entity Identifier (SAM) and maintain its number for the term of this Grant Contract. More information about obtaining a Unique Entity Identifier can be found at: <https://www.gsa.gov>.

The Grantee's failure to comply with the above requirements is a material breach of this Grant for which the State may terminate this Grant Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Grantee unless and until the Grantee is in full compliance with the above requirements.

- E.7. Personally Identifiable Information. While performing its obligations under this Grant Contract, Grantee may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Grant Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Grantee agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Grantee shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Grantee and in accordance with this Grant Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Grantee shall immediately notify State: (1) of any disclosure or use of any PII by Grantee or any of its employees, agents and representatives in breach of this Grant Contract; and (2) of any disclosure of any PII to Grantee or its employees, agents and representatives where the purpose of such disclosure is not known to Grantee or its employees, agents and representatives. The State reserves the right to review Grantee's policies and procedures used to maintain the security and confidentiality of PII and Grantee shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Grantee is in full compliance with its obligations under this Grant Contract in relation to PII. Upon termination or expiration of the Grant Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Grantee shall immediately return to the State any and all PII which it has

received under this Grant Contract and shall destroy all records of such PII. The Grantee shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Grantee ("Unauthorized Disclosure") that come to the Grantee's attention. Any such report shall be made by the Grantee within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Grantee. Grantee shall take all necessary measures to halt any further Unauthorized Disclosures. The Grantee, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Grantee shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Grant Contract or otherwise available at law. The obligations set forth in this Section shall survive the termination of this Grant Contract.

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(signature page follows)

E.8. Monitoring Sub-Contractors.

- a. The Grantee shall develop written procedures for monitoring all of its State-approved subcontractors. The procedures must clearly outline the process for assuring that all subcontractors are in compliance with the terms of this contract, and with the OCJP Grants Manual and with applicable state and federal requirements.
- b. The Grantee shall have an established quality assurance/quality improvement plan for all subcontractors; and
- c. The Grantee shall also maintain an internal quality improvement process that assesses the overall quality and performance of its subcontractors.

IN WITNESS WHEREOF,

7TH JUDICIAL DISTRICT ATTORNEY GENERAL'S OFFICE:



7/24/2025

GRANTEE SIGNATURE

DATE

Dave Clark, District Attorney General

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF FINANCE AND ADMINISTRATION:



8/7/2025

JAMES E. BRYSON, COMMISSIONER

DATE

Scope of Services/Project Narrative

PROBLEMS AND NEEDS

PROBLEMS FOR INTERVENTION

Discuss the nature and magnitude of the problem(s) to be solved by the proposed funding. This should be based on current data and/or other reliable sources that describe in detail the most pressing problems in the district. Describe the unique set of circumstances being encountered noting what criminal activities are occurring and what activities will be performed to tackle these problems over the next three years.

Description of Problem(s)

This project will focus on two criminal justice problems. First and foremost is the challenge posed by illegal narcotics. According to several local estimates, illicit drug activity is a driving factor in 80% or more of local crime. This includes offenses directly related to the possession, distribution, and manufacturing of controlled substances, as well as secondary crimes such as burglary, theft and assault committed to support drug habits. The high correlation between drug activity and criminal behavior underscores the critical need for sustained and enhanced support for the Seventh Judicial Crime Task Force (CTF) operations. The primary issues arise from heroin/fentanyl distribution and overdoses, as well as other imported illegal drugs, specifically crystal methamphetamine. The CTF is also noticing an increase in the amount of cocaine/crack cocaine they are seeing within the judicial district.

The secondary problem is one of facilitating the expert gathering of evidence and crime scene processing for serious drug, gun and violent crimes within the judicial district. In the past, individual small/rural police departments could not afford the tools, supplies, manpower and training to adequately process a serious, complex and/or violent crime scene. As a result, too often critical evidence of violent crime was not collected or collected in such a fashion that it could not be used in court.

In response, officers from participating agencies have obtained training and certification from the world-renowned National Forensics Academy run by the University of Tennessee and conveniently located within this judicial district, and the CTF has obtained a significant amount of specialized crime scene processing equipment. By collectively obtaining the necessary assets through the CTF, local departments are now able to check-out the equipment and to mobilize expert forensic investigators from other departments, who are also assigned to the CTF, in response to a major or violent crime. Important evidence of violent crime is more readily collected and available to support bringing justice to victims and the public.

The Seventh Judicial District is comprised of one mixed urban/rural county, Anderson County. Within Anderson County there are five municipalities: Oliver Springs, Oak Ridge, Clinton, Norris and Rocky Top and a multitude of unincorporated rural communities. Anderson County has a population of approximately 81,000 people and covers approximately 345 square miles. The median per capita income is \$35,460.00, with 14.4 % below the poverty level. Distribution and use of fentanyl, heroin, methamphetamine, cocaine, crack cocaine and marijuana are a major

problem within the Seventh Judicial District.

In the past, the CTF obtained OCJP funding to attack domestic manufacture of methamphetamine in local labs. At that time, according to the Tennessee Dangerous Drugs Task Force, Anderson County had more meth labs seized than any other county in Tennessee. As a measurable outcome and demonstration of effectiveness, the CTF can happily report that it has not seized any methamphetamine labs in the last two years indicating it has significantly decreased or stopped methamphetamine production locally. This eradication of locally manufactured methamphetamine was made possible with OCJP grant funding. With our OCJP supported initiative of combating meth labs, they have become an issue of the past. The CTF would like to use OCJP funds to duplicate that sort of success in attacking current problems. Since the eradication of this issue, the CTF has identified new drug trends within the judicial district, to include the interstate transportation of illegal drugs from large drug trafficking organizations from within and outside of the United States.

Since the eradication of local meth labs, we have seen a large increase of bulk methamphetamine being imported into Anderson County via the interstate systems. Mexican methamphetamine from super labs are now the main suppliers of methamphetamine. They produce a higher quality crystal methamphetamine or "ice" at a lower price than the previously distributed locally manufactured methamphetamine. Also, the Mexican distributors do not confine themselves to one type of drug. They also distribute heroin, fentanyl, cocaine and marijuana.

The distribution of these illegal drugs is often done through drug trafficking organizations which commonly incorporate criminal gangs. A particular concern for the CTF coming away from the eradication of locally produced methamphetamine is an expected continuing demand for meth from existing addicts fueling the importation of methamphetamine. Further, in the last few years, the CTF has seen a large increase in the distribution and use of fentanyl and heroin, which has also led to a large increase in overdoses. This high demand for methamphetamine, fentanyl and heroin within the Seventh Judicial District creates an opportunity for drug trafficking organizations to establish an economic and physical presence within Anderson County.

With Interstate 75 crossing through the county, easy access to waterways and the close proximity to Knoxville, Nashville, Chattanooga, and Kentucky, there is a substantial movement of drugs into and out of the Seventh Judicial District. Additionally, fentanyl and heroin has taken over as a less expensive and stronger alternative to diverted prescription opioid drugs. At this time, the distribution and abuse of diverted prescription drugs have dropped to a very low level within the Seventh Judicial District but have been replaced by fentanyl and heroin, which come with the additional problem of significantly increased levels of fatal and non-fatal overdoses.

Therefore, the most important issue the CTF has identified for intervention is the importation of illegal drugs, the most significant being fentanyl, heroin and methamphetamine. A secondary, but still significant, issue the CTF has identified is the appropriate and thorough processing of violent and/or drug related crime scenes. The CTF intends to continue to use its crime scene unit to intervene in this problem and provide the resources to support all of the law enforcement agencies within the Seventh Judicial District with collecting evidence in drug, gun and violent crime cases.

NEEDS FOR IMPROVEMENT

Describe the need in terms of what would not be accomplished or maintained if the funds were not received. Be specific on how this grant continues essential operations of the agency.

Description of Need(s)

The Seventh Judicial District Crime Task Force is seeking \$75,000 for salaries, equipment, supplies, vehicle fuel, vehicle maintenance, and travel expenses for 12 months. This would come to a total of \$225,000 over the next 3 years or the life of the grant. The CTF provides salary supplements to the Director, Deputy Director, TIBRS administrator, and the Administrative Manager.

The CTF utilizes approximately \$115,000 per year during normal business. The \$75,000 in OCJP grant funding per year would cover approximately 65% of the CTF's yearly operating budget for the next three years. The CTF also receives \$20,000 per year in HIDTA funding for purchases of evidence and purchases on information (PEPI) and \$2000 a year for investigative/operational expenses. Participating agencies pay \$200 in yearly participation fees per agency, with the exception of the District Attorney's Office, TBI, and ATF, totaling \$1,200 annually. If OCJP were to award this support grant to the CTF, the total amount of yearly funding for the CTF would be \$98,200.

As stated, the total amount of CTF funding which would be provided collectively by the OCJP DTF Support Grant, the HIDTA Grant and agency participation fees would be \$98,200 yearly, which falls short of the CTF's normal yearly expenses. The Crime Task Force possesses approximately \$400,000 in available funds making this OCJP grant funding important as the CTF would find it impossible to cover even its basic operational expenses, much less unforeseen circumstances, for an extended period of time, without additional funding.

In addition to the normal purchases, this coming fiscal year the CTF is going to be making necessary purchases to update and upgrade equipment used by our crime scene unit. Further, as agencies within the Seventh Judicial District continue to supply both part-time and full-time manpower to the CTF, there is still a significant need of funding for training, fuel, vehicle maintenance, uniforms, and other costs associated with CTF members and operations.

As of February 2022, the CTF has relocated office buildings from Clinton, TN to Oak Ridge, TN. This move required renovations to the new office building, and it is anticipated that further renovations will be needed. For example, the task force has outgrown our current space for evidence at the Clinton Police Department. We are exploring options to include the construction of a secure evidence storage area at our new office facility, which can prove to be costly.

The constantly changing climate in law enforcement has created high concern with officer safety. Agents with the CTF interact with dangerous criminals and dangerous drugs on an everyday basis. Personal protective gear to include but not limited to, gloves, masks, Tyvek suits, body armor, etc. are costly to purchase. With funding provided by OCJP, these items would be more accessible to agents.

All of this funding would be directed toward meeting the goals and addressing the purpose of the CTF. As a result, the problems identified will be mitigated through the use of the OCJP grant.

Without the funding provided by OCJP, the CTF would undoubtedly cease to exist in the near future. Over the life of the task force, we have continued to grow, improve, and expand. While the CTF has continued to be successful in its mission, including establishing a stream of asset seizure and other income, it remains vulnerable. With recent changes to Tennessee's seizure laws, yearly challenges to seizure laws and the widespread use of peer-to-peer or

mobile payment apps used by drug distributors to hide cash assets, the revenue stream from seizures have decreased, thus making the CTF more vulnerable to financial woes. Due to current inflation of the cost of everyday items required for the operation of the task force, the expense of operating has increased. Aside from the economic value of the OCJP grant funding, the message that the funding sends to local governments should not be underestimated. This funding sends a signal to local law enforcement agencies and other leaders that the task force model is endorsed by the State of Tennessee and the federal government. The local law enforcement agencies interpret the funding in this manner and are thus more willing to staff the CTF with local officers.

IF the grant includes salary supplements, please describe the criteria used to assign these supplements to personnel.

Positions receiving supplements, as well as the amount of the associated supplement, are selected by the CTF Board of Directors and confirmed by a Board of Directors vote.

Please provide an approximate of your agency's yearly operating budget amount.

\$115,000.00

County Location information

County	Congressional District
Anderson	3

GOAL 1: Enhance Public Safety

Description:

Objective 1.2: Arrest and Convict

Description: Arrest and convict drug and violent crime offenders.

Activity 1.2.1

Arrest and convict drug and violent crime offenders

Discription: The CTF will utilize the OCJP Drug Task Force Support Grant funding to enhance its ability to investigate, arrest, and support the successful prosecution of individuals engaged in drug trafficking and violent crime within the Seventh Judicial District. The primary objective is to disrupt and dismantle criminal organizations that threaten community safety through the distribution of illegal drugs and the perpetration of violent acts.

Grant funds will support salaries, equipment, supplies, vehicle fuel, vehicle maintenance, and travel expenses essential for conducting comprehensive investigations. This includes targeted surveillance operations, undercover purchases, controlled buys, and collaboration with federal and state partners such as the ATF, DEA, FBI and Tennessee Bureau of investigation.

Activities funded under this grant will lead directly to arrests and provide strong evidentiary support for prosecution. CTF agents will prepare detailed case files, coordinate closely with prosecutors, and provide expert courtroom testimony as needed to ensure convictions.

This initiative aligns with OCJP's priorities by targeting offenders who pose the greatest risk to public safety and ensuring that resources are focused on reducing drug-fueled violence in our communities.

Staff Position to Complete: All CTF positions contribute to this objective

Objective 1.1: Investigate and Prosecute Drug Crimes

Description: Investigate and prosecute drug crimes, with priority being given to mid and upper-level offenders committing serious felonies and offenders who are involved with drug trafficking organizations.

Activity 1.1.1

Enhance Public Safety

Description: The CTF will enhance public safety by aggressively identifying, investigating and prosecuting drug distributors and dismantling drug trafficking operations and associated criminal enterprises within the Seventh Judicial District. This objective will be achieved through coordinated efforts with other local, state and federal law enforcement agencies, that target drug offenders operating within the Seventh Judicial District.

The CTF will conduct targeted investigations into mid- and upper-level drug traffickers, utilizing surveillance, informants, undercover operations and other investigative techniques. These efforts will focus on disrupting the flow of illegal drugs into the Seventh Judicial District, including heroin, fentanyl and methamphetamine, which are key drivers of crime and overdoses in the community.

The CTF will continue to foster partnerships between local, state, and federal agencies to share intelligence and coordinate operations. This approach enhances resource allocation, maximizes operational efficiency, and strengthens regional responses to drug threats.

Through these comprehensive enforcement and prevention strategies, the CTF aims to reduce drug availability, dismantle criminal organizations, and improve quality of life for residents by making communities safer.

Staff Position to Complete: All CTF positions contribute to this objective

Objective 1.3: Seize Firearms

Description: Seize firearms used in the commission of drug or violent crimes and/or possessed by subjects legally prohibited from possessing firearms.

Activity 1.3.1

Seize firearms used in the commission of drug or violent crimes and/or possessed by subjects legally prohibited from possessing firearms

Description: To support the objective of seizing firearms used in the commission of drug or violent crimes and/or possessed by subjects legally prohibited from possessing firearms, the CTF will enhance its investigative strategies to identify and seize firearms used in the commission of drug offenses and violent acts, as well as those possessed by individuals legally prohibited from firearm ownership.

This initiative is rooted in interagency collaboration, and proactive enforcement operations.

Through ongoing narcotics and violent crime investigations, the CTF will integrate firearm tracing and NIBIN screening into all relevant casework. Agents will be trained to recognize indicators of illegal firearm possession during surveillance, undercover operations, search warrants, and arrests. Every recovered firearm will be processed through the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) eTrace system to identify sources and trafficking patterns. Coordination with the ATF and local and federal prosecutors will ensure timely prosecution of federal and state firearm violations.

Additionally, the CTF will work closely with probation/parole officers and other law enforcement agencies to target known felons and prohibited persons suspected of firearm possession.

This approach not only removes dangerous weapons from the community but also disrupts the criminal enterprises that rely on firearms for protection, intimidation, and enforcement within the drug trade.

Staff Position to Complete: All CTF positions contribute to this objective

Objective 1.4: Seize Assets

Description: Seize both monetary and physical assets directly related to drug crimes.

Activity 1.4.1

Seize both monetary and physical assets directly related to drug crimes

Discription: The CTF will conduct targeted enforcement operations focused on mid- and upper-level drug traffickers and disrupting the financial gains of their drug-related distribution activities. A key component of this strategy includes the identification, seizure, and forfeiture of assets—both physical and monetary—that are proceeds of, or used to facilitate, illegal drug activity.

The CTF will use grant-funded resources to support personnel, surveillance equipment, and intelligence tools necessary to identify high-value targets and illicit financial operations. Agents will receive training in asset identification and seizure protocols in compliance with forfeiture laws. Task Force operations will use the collection of financial intelligence during investigations, such as tracking money laundering methods, monitoring suspicious financial transactions, and executing search warrants that uncover hidden cash or valuables.

Upon execution of operations, the CTF will ensure that all assets connected to narcotics trafficking are properly documented, secured, and processed for forfeiture proceedings. Seized assets will be reinvested into continued drug enforcement efforts as permitted by law, enhancing the sustainability of the program.

These activities directly align with the grant objective to disrupt the economic motivations of drug-related crime and reduce the operational capabilities of offenders.

Staff Position to Complete: All CTF positions contribute to this objective

GOAL 2: Reduce Illegal Drugs

Description:

Objective 2.1: Seize Drugs

Description: Seize significant amounts of illegal drugs.

Activity 2.1.1

Seize significant amounts of illegal drugs

Discription: The CTF will enhance its efforts to identify and investigate mid- and upper-level drug traffickers operating within the Seventh Judicial District and across regional boundaries. To support the objective of seizing significant amounts of illegal drugs, the CTF will deploy a combination of proactive enforcement operations and interagency collaboration.

Key activities will include:

- Conducting targeted surveillance and undercover operations based on credible tips and intelligence from community sources, informants, and partner agencies.
- Utilizing advanced technology such as license plate readers, GPS tracking, and data analytics tools to monitor suspected trafficking patterns and distribution routes.
- Executing coordinated search warrants and interdiction efforts, particularly at known high-risk locations such as drug houses and drug transportation routes.
- Participating in joint operations with federal partners such as ATF, DEA, HSI, FBI and U.S. Postal Inspectors to intercept large shipments of narcotics.
- Expanding collaboration with state and federal prosecutors to ensure rapid seizure and forfeiture of illegal drugs and assets connected to drug trafficking.

This comprehensive approach is expected to result in a measurable increase in the quantity of illegal drugs seized, disrupting supply chains and reducing drug availability in our communities. All seizures will be documented in accordance with OCJP reporting standards, ensuring accountability and transparency.

Staff Position to Complete: All CTF positions contribute to this objective

Objective 2.2: Eradicate Drug Manufacturing

Description: Eradicate illegal drug manufacturing and/or processing sites.

Activity 2.2.1

Eradicate illegal drug manufacturing and/or processing sites

Discription: The CTF will actively support the objective of eradicating illegal drug manufacturing and processing sites by implementing a comprehensive strategy focused on intelligence gathering, interdiction, and coordinated enforcement actions. This includes the detection, investigation, and dismantling of clandestine laboratories, grow operations, and other illicit drug processing facilities within the jurisdiction.

CTF personnel will conduct proactive and reactive investigations based on

community tips, informant information, and interagency collaboration. Surveillance operations, undercover buys, and the execution of search warrants will be utilized to identify and secure illegal manufacturing and/or processing sites.

To enhance operational effectiveness, The CTF will coordinate with federal and state partners such as the ATF, DEA, FBI and the Tennessee Bureau of Investigation. Grant funds will support specialized narcotics related training to ensure safe and effective responses.

This activity will result in the reduction of drug production and/or processing capacity in the Seventh Judicial District, increased public safety, and decreased availability of illicit substances.

Staff Position to Complete: All CTF positions contribute to this objective

GOAL 3: Evidence Collection

Description:

Objective 3.1: Facilitate Evidence Gathering

Description: Facilitating the expert gathering of evidence and crime scene processing for serious drug and violent crimes.

Activity 3.1.1

Facilitating the expert gathering of evidence and crime scene processing for serious drug and violent crimes

Description: To support the objective of facilitating the expert gathering of evidence and crime scene processing for serious drug and violent crimes, the CTF will enhance its forensic and investigative response capabilities through targeted training, equipment acquisition, and interagency coordination. Task Force personnel will receive specialized instruction in crime scene management, digital evidence recovery, and advanced investigation techniques to ensure best practices are consistently applied in the field.

Funds will be used to procure evidence collection tools, protective gear, field drug test kits, and other forensics equipment that enable rapid and accurate processing of complex crime scenes involving narcotics trafficking, gun crimes and violent crimes. Additionally, the task force will implement standardized protocols for scene documentation and evidence handling to ensure integrity and admissibility in court proceedings.

By improving response efficiency and evidence quality, these efforts will directly contribute to the identification, arrest, and prosecution of offenders involved in major drug, gun and violent crime cases, while reinforcing public trust in law enforcement operations.

Staff Position to Complete: All CTF positions contribute to this objective

OUTPUTS (Products)

This section should describe the outputs or internal measures of the amount of work done within the project. Outputs

are the direct products of program activities and usually are measured in terms of the volume of work accomplished. Outputs refer to the completion of tasks you are required to accomplish over the course of the project.

For output examples, please refer to the abstract.

Output	Quantity
Number of investigations initiated.	60
Number of investigations that are drug related.	50
Number of cases closed.	40
Number of individuals arrested based on task force activity.	35
Number of firearms seized.	40
Amount of powder cocaine seized.	6
Number of forfeiture cases filed.	60
Amount of fentanyl seized	10
Amount of Heroin seized	8
Amount of methamphetamine seized.	100
Amount of crack cocaine seized.	3
Number of drug processing locations and/or labs shut down.	15
Number of crime scenes processed.	20

OUTCOMES (Results)

Discuss the outcomes of each activity listed and what is expected to happen when the activity has been fully implemented. Outcomes of operational activities reflect the result of putting into place those activities. Using the OUTPUTS, describe the sort-of impact that will occur if the goals are met. Logically describe the results of achieving

your output and meeting your goals. This should be developed from the OUTCOMES.

For examples, please refer to the abstract.

Goal – Outcome Assignments	
Goal	Outcome
GOAL 1 - Enhance Public Safety	1. Enhance public safety
GOAL 1 - Enhance Public Safety	Arrest and convict drug and violent crime offenders
GOAL 1 - Enhance Public Safety	Seize both monetary and physical assets directly related to drug crimes
GOAL 1 - Enhance Public Safety	Facilitating the expert gathering of evidence and crime scene processing for serious drug and violent crimes
GOAL 1 - Enhance Public Safety	Seize significant amounts of illegal drugs
GOAL 1 - Enhance Public Safety	Seize firearms used in the commission of drug or violent crimes and/or possessed by subjects legally prohibited from possessing firearms
GOAL 1 - Enhance Public Safety	6. Eradicate illegal drug manufacturing and/or processing sites
GOAL 1 - Enhance Public Safety	Disruption of Drug Trafficking Networks
GOAL 1 - Enhance Public Safety	Improved Collaboration
GOAL 1 - Enhance Public Safety	Increased Drug Seizures
GOAL 2 - Reduce Illegal Drugs	Arrest and convict drug and violent crime offenders
GOAL 2 - Reduce Illegal Drugs	Seize both monetary and physical assets directly related to drug crimes
GOAL 2 - Reduce Illegal Drugs	Facilitating the expert gathering of evidence and crime scene processing for serious drug and violent crimes
GOAL 2 - Reduce Illegal Drugs	Seize significant amounts of illegal drugs
GOAL 2 - Reduce Illegal Drugs	1. Enhance public safety
GOAL 2 - Reduce Illegal Drugs	6. Eradicate illegal drug manufacturing and/or processing sites
GOAL 2 - Reduce Illegal Drugs	Disruption of Drug Trafficking Networks
GOAL 2 - Reduce Illegal Drugs	Improved Collaboration
GOAL 2 - Reduce Illegal Drugs	Increased Drug Seizures
GOAL 3 - Evidence Collection	Facilitating the expert gathering of evidence and crime scene processing for serious drug and violent crimes
GOAL 3 - Evidence Collection	1. Enhance public safety
GOAL 3 - Evidence Collection	Disruption of Drug Trafficking Networks
GOAL 3 - Evidence Collection	Improved Collaboration
GOAL 3 - Evidence Collection	Increased Drug Seizures

DATA COLLECTION PROCEDURE

Describe the process and management system utilized for collecting the data in OUTCOMES (RESULTS) to include questions below:

Provide a detailed description along with what the role of each position is in the data collection process

1. who will be responsible

The CTF Director will ultimately be responsible for collecting the data related to the intended outcomes.

The CTF utilizes an, "All hands-on-deck" approach to data collection with an expectation that every member of the task force will contribute to reporting case data, on a case-by-case basis, to the CTF's CivicEye reporting system.

By analyzing the data reported on the CTF's CivicEye reporting system, the Tennessee Incident Based Reporting System (TIBRS) as well as reviewing prosecutorial results on criminal cases referred to the judicial system, the success of this project can be evaluated. The amounts of fines collected, length of sentences received by drug defendants, and the amount of property and funds seized and ultimately awarded to the Task Force will also be considered.

2. what data will be collected

- The number of individuals arrested and the information of the persons arrested will be maintained in a database.
- The disposition of each case will be maintained in a database.
- Assets seized will be maintained in a database.
- Monthly meetings will be held with the Board of Directors to solicit information regarding the impact the project is having on the community.
- Crime rates and reporting conducted by the District Attorney General, Anderson County General Sessions and Circuit Court Clerk, the Knoxville Medical Examiner's Office, the Tennessee Bureau of Investigation and the Federal Bureau of Investigation will be consulted and considered as independent sources of crime data.

In order to comply with PMT/OCJP reporting standards, the Seventh Judicial Crime Task Force will assure that the following data is recorded through its data collection procedures to be tracked and reported quarterly, as well as annually, as required by OCJP.

- Number of investigations initiated.
- Number of investigations that are drug related.
- Number of cases closed.
- Number of individuals arrested based on task force activity.
- Number of individuals arrested on a misdemeanor charge.
- Number of misdemeanor arrests that were drug related.
- Number of individuals arrested on a felony charge.
- Number of felony arrests that were drug related.
- Number of gang members only arrested.
- Number of firearms seized.

- Number of seized firearm serial numbers that were put into the National Integrated Ballistic Information Network (NIBIN).
- Number of seized firearms traced through the Bureau of Alcohol, Tobacco, Firearms and Explosives.
- Number of Federal forfeiture cases filed.
- The value of assets seized (in dollars) under federal cases.
- Value of seized assets in federal cases that were drug related.
- Number of State forfeiture cases filed.
- The value of assets seized (in dollars) under state cases.
- Value of seized assets in state cases that were drug related.
- Number of gangs disrupted.
- Number of gangs dismantled.
- Number of drug-trafficking and money-laundering organizations disrupted.
- Number of drug-trafficking and money-laundering organizations dismantled.
- Amount of Cocaine (crack) seized.
- Amount of Cocaine (powder) seized.
- Amount of Ecstasy (MDMA) seized.
- Amount of Heroin seized.
- Amount of Marijuana (commercial grade, hydroponic, synthetic/spice) seized.
- Amount of Methamphetamine seized.
- Amount of Methamphetamine (ice) seized.
- Amount of Pseudoephedrine seized.
- Amount of Psilocybin seized.
- Amount of Prescription Pills seized.
- Amount of Salvia seized.
- Amount of Steroids seized.
- Amount of "other" seized.
- If other, please specify.
- Amount of Cocaine (crack) seized from clandestine labs.
- Amount of Cocaine (powder) seized from clandestine labs.
- Amount of Ecstasy (MDMA) seized from clandestine labs.
- Amount of Heroin seized from clandestine labs.
- Amount of Marijuana (commercial grade, hydroponic, synthetic/spice) seized from clandestine labs.
- Amount of Methamphetamine seized from clandestine labs.
- Amount of Methamphetamine (ice) seized from clandestine labs.
- Amount of Pseudoephedrine seized from clandestine labs.
- Amount of Psilocybin seized from clandestine labs.
- Amount of Prescription Pills seized from clandestine labs.
- Amount of Salvia seized from clandestine labs.
- Amount of Steroids seized from clandestine labs.
- Amount of "other" seized from clandestine labs.
- If other, please specify.
- The numbers of Marijuana grow sites destroyed.
- The number of drug labs shut down.
- The number of drug processing locations shut down.
- Number of community meetings held during the reporting period.

- Number of community meetings that were drug or related.

3. when the data will be collected

The data will be collected on a work-day to work-day basis as CTF agents input investigative data into the CivicEye reporting system.

4. how the data will be utilized

The CTF will utilize the collected data in several different ways including, but not limited to:

- Help gauge the CTF's success in achieving their goals and objectives.
- Identify crime, "Hot spots" within the Seventh Judicial District to help target areas where offenders are operating.
- Help identify drug, gun and violent crime trends to make informed decisions on how to combat the individual trends.
- Monitor overall program effectiveness.

*The data collection process should include a system in place that identifies drug/violent crime trends within the district on an annual basis. **Describe how the agency has the capacity to generate statistical reports upon request that support the progress of program activities.***

The CTF uses its CivicEye case management system that provides comprehensive data collection which helps to identify and track drug, gun and violent crime trends within the Seventh Judicial District. This process involves the consistent gathering of data from multiple sources, including investigative reports, arrest reports, drug seizure reports, gun seizure reports, asset seizure reports and forensic laboratory results. The data is entered into a centralized case management and reporting system that allows for real-time tracking and historical analysis.

Also, Monthly meetings, including intelligence briefs, will be held with the Board of Directors to solicit information on specific drug, gun or violent crime each agency is seeing in their specific jurisdiction and to determine the impact the project is having on the community.

To ensure trends are accurately identified, our agency conducts quarterly data reviews and a full annual analysis. These reviews allow the task force to recognize emerging patterns in drug trafficking methods, hotspots of violent crime, and shifts in drug types being trafficked or abused.

The agency has the capacity to generate statistical reports upon request. Reports can include metrics such as number of investigations initiated, number of arrests, types and amounts of drugs seized, amounts of firearms seized, and number of asset forfeiture cases filed.

ATTACHMENT A
APPLICATION FOR FUNDING
GRANT PROJECT NARRATIVE
(Narrative Page 14)

GRANT BUDGET			
AGENCY NAME: 7th Judicial District Attorney General's Office			
FUND SOURCE: JAG DTF			
SOLICIATION IDENTIFICATION TITLE: FY26-28 Drug & Violent Crime Task Force Support			
The grant budget line-item amounts below shall be applicable only to expense incurred during the following			
Applicable Period:	Begin 07-01-2025	End: 06-30-2026	
EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
Salaries, Benefits & Taxes ²	\$25,650.00	\$0.00	\$25,650.00
Professional Fee, Grant & Award ²	\$0.00	\$0.00	\$0.00
Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications ²	\$20,000.00	\$0.00	\$20,000.00
Travel, Conferences & Meetings ²	\$14,885.00	\$0.00	\$14,885.00
Insurance ²	\$7,050.00	\$0.00	\$7,050.00
Specific Assistance To Individuals ²	\$0.00	\$0.00	\$0.00
Depreciation ²	\$0.00	\$0.00	\$0.00
Other Non-Personnel ²	\$7,415.00	\$0.00	\$7,415.00
Capital Purchase ²	\$0.00	\$0.00	\$0.00
Indirect Costs ²	\$0.00	\$0.00	\$0.00
In-Kind Expense ²	\$0.00	\$0.00	\$0.00
Interest ²	\$0.00	\$0.00	\$0.00
GRAND TOTAL	\$75,000.00	\$0.00	\$75,000.00

¹ Each expense object line-item is defined by the U.S. OMB's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E Cost Principles (posted on the Internet at: <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-E>) and CPO Policy 2013-007 (posted online at <https://www.in.gov/generalservices/procurement/central-procurement-office-cpo-library.html>).

² Applicable detail follows this page if line-item is funded. Grant

GRANT BUDGET LINE-ITEM DETAIL:

AGENCY NAME: 7th Judicial District Attorney General's Office

FUND SOURCE: JAG DTF

SOLICITATION IDENTIFICATION TITLE: FY26-28 Drug & Violent Crime Task Force Support

Salaries, Benefits & Taxes	AMOUNT
Position 1: Director	\$10,000.00
Position 2: Administrative Manager	\$7,200.00
Position 3: TIBRS Administrator	\$5,000.00
Position 4: Special Agent	\$3,450.00
TOTAL	\$25,650.00

Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	AMOUNT
All other items: Office Support & Supplies, Telephone, postage, printing, program-specific supplies, equipment rental, K9 supplies, radar calibration of units.	\$13,000.00
Sensitive Minor Equipment: Computers and/or Tablets + accessories. (5 est. @ \$1,400.00 each)	\$7,000.00
TOTAL	\$20,000.00

Travel, Conferences & Meetings	AMOUNT
Task Force members will attend job related training. Local travel: gas, oil, and vehicle maintenance	\$14,885.00
TOTAL	\$14,885.00

Insurance	AMOUNT
Annual insurance policy for liability coverage	\$7,050.00
TOTAL	\$7,050.00

Other Non-Personnel	AMOUNT
Civic Eye reporting system annual maintenance, ROCIC annual membership, CovertTrack Annual renewal fee	\$7,415.00
TOTAL	\$7,415.00

GRANT BUDGET			
AGENCY NAME: 7th Judicial District Attorney General's Office			
FUND SOURCE: JAG DTF			
SOLICITATION IDENTIFICATION TITLE: FY26-28 Drug & Violent Crime Task Force Support			
The grant budget line-item amounts below shall be applicable only to expense incurred during the following			
Applicable Period:	Begin 07-01-2026	End: 06-30-2027	
EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
Salaries, Benefits & Taxes ²	\$25,650.00	\$0.00	\$25,650.00
Professional Fee, Grant & Award ²	\$0.00	\$0.00	\$0.00
Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications ²	\$20,000.00	\$0.00	\$20,000.00
Travel, Conferences & Meetings ²	\$14,885.00	\$0.00	\$14,885.00
Insurance ²	\$7,050.00	\$0.00	\$7,050.00
Specific Assistance To Individuals ²	\$0.00	\$0.00	\$0.00
Depreciation ²	\$0.00	\$0.00	\$0.00
Other Non-Personnel ²	\$7,415.00	\$0.00	\$7,415.00
Capital Purchase ²	\$0.00	\$0.00	\$0.00
Indirect Costs ²	\$0.00	\$0.00	\$0.00
In-Kind Expense ²	\$0.00	\$0.00	\$0.00
Interest ²	\$0.00	\$0.00	\$0.00
GRAND TOTAL	\$75,000.00	\$0.00	\$75,000.00

¹ Each expense object line-item is defined by the U.S. OMB's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E Cost Principles (posted on the Internet at: <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-E>) and CPO Policy 2013-007 (posted online at <https://www.in.gov/generalservices/procurement/central-procurement-office--cpo-/library-.html>).

² Applicable detail follows this page if line-item is funded. Grant

GRANT BUDGET LINE-ITEM DETAIL:

AGENCY NAME: 7th Judicial District Attorney General's Office

FUND SOURCE: JAG DTF

SOLICITATION IDENTIFICATION TITLE: FY26-28 Drug & Violent Crime Task Force Support

Salaries, Benefits & Taxes	AMOUNT
Position 1: Director	\$10,000.00
Position 2: Administrative Manager	\$7,200.00
Position 3: TIBRS Administrator	\$5,000.00
Position 4: Special Agent	\$3,450.00
TOTAL	\$25,650.00

Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	AMOUNT
All other items: Office Support & Supplies, Telephone, postage, printing, program-specific supplies, equipment rental, K9 supplies, radar calibration of units.	\$13,000.00
Sensitive Minor Equipment: Computers and/or Tablets + accessories. (5 est. @ \$1,400.00 each)	\$7,000.00
TOTAL	\$20,000.00

Travel, Conferences & Meetings	AMOUNT
Task Force members will attend job related training. Local travel: gas, oil, and vehicle maintenance	\$14,885.00
TOTAL	\$14,885.00

Insurance	AMOUNT
Annual insurance policy for liability coverage	\$7,050.00
TOTAL	\$7,050.00

Other Non-Personnel	AMOUNT
Civic Eye reporting system annual maintenance, ROCIC annual membership, CovertTrack Annual renewal fee	\$7,415.00
TOTAL	\$7,415.00

GRANT BUDGET			
AGENCY NAME: 7th Judicial District Attorney General's Office			
FUND SOURCE: JAG DTF			
SOLICIATION IDENTIFICATION TITLE: FY26-28 Drug & Violent Crime Task Force Support			
The grant budget line-item amounts below shall be applicable only to expense incurred during the following			
Applicable Period:	Begin 07-01-2027	End: 06-30-2028	
EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
Salaries, Benefits & Taxes ²	\$25,650.00	\$0.00	\$25,650.00
Professional Fee, Grant & Award ²	\$0.00	\$0.00	\$0.00
Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications ²	\$20,000.00	\$0.00	\$20,000.00
Travel, Conferences & Meetings ²	\$14,885.00	\$0.00	\$14,885.00
Insurance ²	\$7,050.00	\$0.00	\$7,050.00
Specific Assistance To Individuals ²	\$0.00	\$0.00	\$0.00
Depreciation ²	\$0.00	\$0.00	\$0.00
Other Non-Personnel ²	\$7,415.00	\$0.00	\$7,415.00
Capital Purchase ²	\$0.00	\$0.00	\$0.00
Indirect Costs ²	\$0.00	\$0.00	\$0.00
In-Kind Expense ²	\$0.00	\$0.00	\$0.00
Interest ²	\$0.00	\$0.00	\$0.00
GRAND TOTAL	\$75,000.00	\$0.00	\$75,000.00

¹ Each expense object line-item is defined by the U.S. OMB's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E Cost Principles (posted on the Internet at: <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-E>) and CPO Policy 2013-007 (posted online at <https://www.in.gov/generalservices/procurement/central-procurement-office--cpo-/library--html>).

² Applicable detail follows this page if line-item is funded. Grant

GRANT BUDGET LINE-ITEM DETAIL:

AGENCY NAME: 7th Judicial District Attorney General's Office

FUND SOURCE: JAG DTF

SOLICITATION IDENTIFICATION TITLE: FY26-28 Drug & Violent Crime Task Force Support

Salaries, Benefits & Taxes	AMOUNT
Position 1: Director	\$10,000.00
Position 2: Administrative Manager	\$7,200.00
Position 3: TIBRS Administrator	\$5,000.00
Position 4: Special Agent	\$3,450.00
TOTAL	\$25,650.00

Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	AMOUNT
All other items: Office Support & Supplies, Telephone, postage, printing, program-specific supplies, equipment rental, K9 supplies, radar calibration of units.	\$13,000.00
Sensitive Minor Equipment: Computers and/or Tablets + accessories. (5 est. @ \$1,400.00 each)	\$7,000.00
TOTAL	\$20,000.00

Travel, Conferences & Meetings	AMOUNT
Task Force members will attend job related training. Local travel: gas, oil, and vehicle maintenance	\$14,885.00
TOTAL	\$14,885.00

Insurance	AMOUNT
Annual insurance policy for liability coverage	\$7,050.00
TOTAL	\$7,050.00

Other Non-Personnel	AMOUNT
Civic Eye reporting system annual maintenance, ROCIC annual membership, CovertTrack Annual renewal fee	\$7,415.00
TOTAL	\$7,415.00

ATTACHMENT B**Federal Award Identification Worksheet**

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM))	7th Judicial District Attorney General's Office
Subrecipient's Unique Entity Identifier (SAM)	FYPENE4ABBG6
Federal Award Identification Number (FAIN)	15PBJA-22-GG-00620-MUMU
Federal award date	09-28-2022
Subaward (Federal Award) Period of Performance Start and End Date	10-01-2022; 09-30-2025 Ext: 09-30-2026
Subaward (Federal Award) Budget Period Start and End Date	10-01-2022; 09-30-2025 Ext: 09-30-2026
Grant contract's (Sub-Recipient) begin date	07-01-2025
Grant contract's (Sub-Recipient) end date	06-30-2028
Amount of federal funds obligated by this grant contract	\$225,000.00
Total amount of federal funds obligated to the subrecipient	\$225,000.00
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$5,310,979.00
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	FY26-28 Drug & Violent Crime Task Force Support
Name and contact information for the federal awarding official	Bureau of Justice Assistance: Attorney General Pam Bondi 202-514-2000
Name of pass-through entity	State of Tennessee: Finance & Administration; Office of Criminal Justice Programs
Name and contact information for the pass-through entity awarding official	Brittney Whitson brittney.whitson@tn.gov
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	N/A



Canon U.S.A., Inc. ("CUSA")

State of Tennessee Contract Quote Sheet

Issued Pursuant to the Terms and Conditions of

NASPO ValuePoint Master Agreement #187646 State of TN PA# 87016

QUOTE AND 60 MO RENTAL ORDER DOCUMENT

Quote #: BD-309

Date: 10/3/2025

BILL TO: ("Customer")

SHIP TO: (if different)

Customer Name: TN Anderson County

Customer Name: Rex Lynch
Circuit Court Clerk

Dept: Circuit Court Clerk

Dept:

Contact: Angela Perez / Rex Lynch

Contact:

Address: 100 N Main St, Room 301

Address:

City/State/Zip: Clinton, TN 37716

City/State/Zip:

Phone: 865-463-4842

Phone:

Email: rlynch@andersoncourts.org

Email:

Order Details

Qty	Products Description	Per Unit 60 Mo Rental	Extended 60 Mo Rental	Vendor Item ID
1	Canon IMAGEFORCE 6160 SET	\$32.20	\$ 32.20	6381C017
Equipment Maintenance Cost Per Print/Click Charges Apply (includes toner and staples): B/W CPC: \$ 0.0030 Color CPC: \$ -				
ACCESSORIES INCLUDED AS LISTED:				
1	CASSETTE FEEDING UNIT-AY1	\$6.13	\$ 6.13	6596C002
1	STAPLE FINISHER-AB3	\$13.96	\$ 13.96	6598C002
1	BUFFER PASS UNIT-R1	\$3.29	\$ 3.29	6603C002
1	2/3 HOLE PUNCHER UNIT-A1	\$4.52	\$ 4.52	0126C001
1	SUPER G3 FAX BOARD AX2	\$8.58	\$ 8.58	3998C007
1	UNIFLOW CGS SECURE PRINT DEVICE LICENSE > 500	\$4.29	\$ 4.29	3575B436
1	MICARD PLUS CI FOR CGS	\$3.45	\$ 3.45	3575BA71
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	

TOTAL 60 MO RENTAL CHARGE: \$76.42



Auto Toner Fulfillment Elected **(Requires imageWare Remote)

Contact:

Phone:

Email:

CUSA to Pick Up and Return Current Canon Device if Completed:

Model:

Serial #:

Return To: Canon Financial Services, Inc.

Send Signed Purchase Order or Email Acknowledgement to:

Payment Remit To Address:

Canon U.S.A., Inc.

Canon U.S.A., Inc.

Attn: CANON CONTACT

15004 Collections Center Drive

Email:

Chicago, IL 60693

Serial # 26502291

IR-ADV 6755



Issued Pursuant to the Terms and Conditions of

QUOTE AND 60 MO RENTAL ORDER DOCUMENT

Date: 10/3/2025

SHIP TO: (if different)

Customer Name: R P X LUNCH (A) SHW

Dept: Circuit Court Clerk

Contact: _____

Address: 2000

City/State/Zip: San Jose

Phone: _____

Email: _____

[illegible]

TOTAL 60 MO RENTAL CHARGE:	\$67.08
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<input checked="" type="checkbox"/> Auto Toner Fulfillment Elected ** (Requires imageWare Remote)		
Contact:	Phone:	Email:

CUSA to Pick Up and Return Current Canon Device if Completed:		
Model:	Serial #:	Return To: Canon Financial Services, Inc.

Send Signed Purchase Order or Email Acknowledgement to:

Canon U.S.A., Inc.
Attn: **CANON CONTACT**
Email:

Payment Remit To Address:

Canon U.S.A., Inc.
15004 Collections Center Drive
Chicago, IL 60693

Serial # 3BB02598

IR-ADV 15740



AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Twenty-second day of September in the year Two Thousand Twenty-Five
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Anderson County Government
100 N. Main Street
Suite 208
Clinton, Tennessee 37716-3617

and the Contractor:
(Name, legal status, address and other information)

Skilled Services Quality Construction, LLC
2533 Hoitt Avenue
Knoxville, Tennessee 37917

for the following Project:
(Name, location and detailed description)

Anderson County Health Department Renovation
700 N. Main Street
Clinton, TN 37716

The Architect:
(Name, legal status, address and other information)

Blankenship & Partners, LLC
PO Box 53434
Knoxville, Tennessee 37950

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

- ☐ The date of this Agreement.
- ☒ A date set forth in a notice to proceed issued by the Owner.
- ☐ Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

- ☒ Not later than Three Hundred Sixty-Five (365) calendar days from the date of commencement of the Work.

[] By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One Million Two Hundred and Eighty-Four Thousand Five Hundred Dollars and Zero Cents (\$ 1,284,500.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
No alternates are included.	

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
No alternates are included.		

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price
Mechanical Relocations	\$25,000
Sprinkler Relocations	\$25,000

§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
No Unit Prices are included.		

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

\$500.00 per Calendar Day

§ 4.6 Other:
(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

Nothing added here.

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the First day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the Fifteenth day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Fifteen (15) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™-2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- 1 That portion of the Contract Sum properly allocable to completed Work;
- 2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- 3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- 1 The aggregate of any amounts previously paid by the Owner;
- 2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- 3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- 4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and
- 5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

5

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

Nothing added here.

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions

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User Notes:

(68a4d5bc6932231e929b841f)

for such modifications.)

Nothing added here.

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows: *(Insert any other conditions for release of retainage upon Substantial Completion.)*

Nothing added here.

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- 1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- 2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. *(Insert rate of interest agreed upon, if any.)*

0.00 %

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker. *(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows: *(Check the appropriate box.)*

- ☐ Arbitration pursuant to Section 15.4 of AIA Document A201–2017
- ☒ Litigation in a court of competent jurisdiction
- ☐ Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall not pay the Contractor a termination fee.

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

In the event of such termination for the Owner's convenience the Contractor's sole and exclusive remedy shall be to receive payment for the reasonable value of the completed portion of Work plus a portion ("P") of the remaining balance of the Contract Sum calculated under the following formula:

$$"P" = [(Remaining\ Balance\ of\ Contract\ Sum) \times (0.05)] \times [(Value\ of\ the\ Work\ Completed) / (Contract\ Sum)]$$

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

Terry Frank
100 N. Main Street, Suite 208
Clinton, Tennessee 37716-3617

§ 8.3 The Contractor's representative:

(Name, address, email address, and other information)

Robert Smith, President
Skilled Services Quality Construction, LLC
2533 Hoitt Avenue
Knoxville, Tennessee 37917

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

Nothing added here.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor

.2 AIA Document A201™-2017, General Conditions of the Contract for Construction

.3 Drawings

Number	Title	Date
Refer to the Drawings - "Exhibit A"		

.4 Specifications

Section	Title	Date	Pages
Refer to the Specifications - "Exhibit B" Table of Contents			

.5 Refer to the Submitted Bid Form and its Attachments - "Exhibit 1."

.6 Addenda, if any:

Number	Date	Pages
Addendum No. 1	July 29, 2025	17
Addendum No. 2	July 30, 2025	3
Addendum No. 3	August 1, 2025	13

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.7 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

No other exhibits are included.

☐ AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

.8 Refer to the Attachment to the Owner-Contractor Agreement, "Exhibit 2".

☐ The Sustainability Plan: Nothing added here.

Title	Date	Pages

☐ Supplementary and other Conditions of the Contract:

Supplementary and other Conditions of the Contract: Refer to the Project Manual of Specifications - Section 00 73 00.

Document	Title	Date	Pages

.9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

Nothing added here.

This Agreement entered into as of the day and year first written above.



OWNER (Signature)

BY: Terry Frank, Mayor

(Printed name and title)

CONTRACTOR (Signature)

BY: Robert Smith, President

(Printed name and title)

OWNER (Signature)

BY: Robert Holbrook, Finance Director

(Printed name and title)

Exhibit A

26-0058

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ANDERSON COUNTY HEALTH DEPARTMENT RENOVATION

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ANDERSON COUNTY
HEALTH DEPARTMENT RENOVATION

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26-0058

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ANDERSON COUNTY HEALTH DEPARTMENT RENOVATION

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List of Drawings

GENERAL – LIST OF DRAWINGS

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END OF SECTION 00 01 15

CASH EXPRESS
888-888-0398

Exhibit 1

Bid



For the Project

Blankenship & Partners, LLC

Bid # 2602

1112 E. Weisgarber Rd, 2nd Floor

Project Number

Knoxville, TN 37909

Loans

Checks Cashed

Any blank spaces may cause bid to be unacceptable and rejected.

Provide state contractor license number, expiration date, and classification for Bidder and listed subcontractors, as applicable. Provide all names as used for licensing or other legal transactions.

Bidder Identification:

Bidder:

Skilled Services

Address:

2800 Hoitt Ave. Knoxville, TN 37917**Tennessee Contract License Information:**

License Number:

34266

License classification applicable to Project:

BC; CE; CMC; LMC

License expiration date:

10/31/2026unlimited

Dollar Limit

Subcontractors to be used on this Project: (or Bidder, if Bidder is to perform the work)

- If **any** work, regardless of dollar value, is required for subcontractor category, list contractor that will perform that work. Or, if Bidder will perform that work in a category with Bidder's own forces, fill in a Bidder's name as subcontractor.
- If **no** work is required in a subcontractor category, write "N/R" (None Required) or "N/A" (Not Applicable).
- If the monetary amount of a subcontractor's work is such that no license is required, "N/A" may be written in the license number column, but still write name.

Plumbing	<u>Skilled Services</u>	<u>34266</u>	<u>10/31/2026</u>	<u>BC; CE; CMC; LMC</u>
	Name	License Number	Expiration Date	Classification

Note: This space must be filled in or the bid may not be opened.

HVAC	<u>Skilled Services</u>	<u>34266</u>	<u>10/31/2026</u>	<u>BC; CE; CMC; LMC</u>
	Name	License Number	Expiration Date	Classification

Note: This space must be filled in or the bid may not be opened.

Electrical	<u>Skilled Services</u>	<u>34266</u>	<u>10/31/2026</u>	<u>BC; CE; CMC; LMC</u>
	Name	License Number	Expiration Date	Classification

Note: This space must be filled in or the bid may not be opened.

Masonry	<u>N/A</u>			
	Name	License Number	Expiration Date	Classification

Note: This space must be filled in or the bid may not be opened.

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ANDERSON COUNTY
HEALTH DEPARTMENT RENOVATION00 41 13-1
Bid Form

SECTION 00 41 13 – BID FORM

TO: Bill Blankenship
Blankenship & Partners, LLC
1120 E. Weisgarber Road, 2nd Floor
Knoxville, Tennessee 37909

FROM: Skilled Services (Name of Bidder)
2800 Hoitt Ave. (Address of Bidder)
Knoxville, TN 37917

FOR: Anderson County Health Department Renovation
Anderson County Bid No. 2602
700 N Main Street
Clinton, Tennessee 37716

The Bidder acknowledges in submitting this bid that:

1. This Bidder has received, read and understands the Bidding Documents and this bid is made in accordance therewith.
2. This Bidder has visited the site and become familiar with the local conditions under which the work is to be performed, and has correlated all observations with the requirements of the Bidding Documents.
3. This Bidder has received the following addenda:

Addendum No. 1 dated 7/29/25
Addendum No. 2 dated 7/30/25
Addendum No. 3 dated 8/1/25

4. The person who signs this bid on behalf of the Bidder is required to be legally empowered to bind the bidder to a Contract.
5. Failure to complete this Bid Form or to provide required attachments may be cause for rejection of the bid.
6. Bidder understands and agrees that the lump sum bid price includes all taxes such as sales, use, excise, licenses, etc., now or hereafter imposed by federal, state or other government agencies upon the equipment, labor and materials specified, and that all said taxes shall be paid by the Contractor.
7. This Bidder agrees to:
 - A. Honor this bid for a period of sixty (60) days following the date of the scheduled opening of bids.
 - B. Enter into and execute a contract, if presented on the basis of this bid, and to furnish the bond(s) and certificates(s) of insurance as required.
 - C. Accomplish the work in accordance with the Contract Documents.
 - D. Accept the conditions for liquidated damages in the amount of \$500.00 per calendar day.

B&P 21-04

ANDERSON COUNTY
HEALTH DEPARTMENT RENOVATION00 41 13-2
Bid Form

BASE BID

This Bidder agrees to complete the work of the base bid for this project for the lump sum of (show amount in both words and figures):

One million three hundred fifty four thousand nine hundred and 00 /100ths Dollars
\$ 1,354,900.00

This Bidder agrees to achieve Substantial Completion of the work of this project, including Alternates, within the time frame specified below (show duration in both words and figures):

365 Calendar Days from the date stipulated in the Notice to Proceed.

ALTERNATES

This Bidder agrees to complete the work of the Alternates listed below for the lump sum and time duration indicated below:

Alternate 1: Sidewalk Replacement

Forty four thousand

and 00 /100ths Dollars

\$ 44,000.00

Alternate 1 work to be completed concurrent with Base Bid work.

Alternate 2: Drive-Through Canopy at Entrance

Ninety eight thousand nine hundred

and 00 /100ths Dollars

\$ 98,900.00

Alternate 2 work to be completed concurrent with Base Bid work.

Alternate 3: Meeting Room Finishes

Eight thousand seven hundred

i. and 00 /100ths Dollars

\$ 8,700.00


Alternate 3 work to be completed AFTER Base Bid work:

30 Calendar Days

B&P 21-04

ANDERSON COUNTY
HEALTH DEPARTMENT RENOVATION00 41 13-3
Bid Form

This bid is submitted by:

Authorized Signature: Date: 07/29/2025Type or print
Name and Title:Rob Smith PresidentOn Behalf of
(Name of Bidder):Skilled services

Bidder's Address:

2000 Hoitt Ave.Knoxville, TN 37917Bidder's Telephone
Number:(865) 637-7687

END OF SECTION 00 41 13

Non-Collusion Affidavit

- This Non-Collusion Affidavit is material to any contract awarded pursuant to this bid.
- This Non-Collusion Affidavit must be executed by the member, officer, or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.
- Bid rigging and other efforts to restrain competition and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the affidavit should examine it carefully before signing and assure himself or herself that such statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval, or submission of the bid.
- In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an affidavit must be submitted separately on behalf of each party.
- The term "complementary bid" as used in the affidavit has the meaning commonly associated with that term in the bidding process and includes the knowing submission of bids higher than the bid of another firm, an intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.
- Failure to file an affidavit in compliance with these instructions may result in disqualification of the bid.

Non-Collusion AffidavitSTATE OF TNCOUNTY OF KNOX

I state that I am (Title) President of (Name of My Firm) Skilled Services and that I am authorized to make this affidavit on behalf of my firm and its owners, directors, and officers. I am the person responsible in my firm to the price(s) and the amount of this bid.

I STATE THAT:

- The price(s) and amount of this bid have been arrived at independently and without consultation, communication, or agreement with any other contractor, bidder, or potential bidder.
- Neither the price(s) nor the amount of this bid and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.
- No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
- The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
- (Name of My Firm) Skilled Services, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction involving conspiracy or collusion with respect to bidding on any public contract, except as follows:
n/a

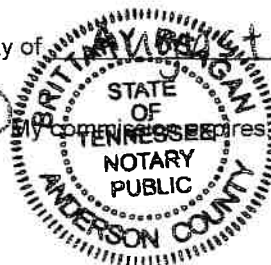
I state that (Name of My Firm) Skilled Services understands and acknowledges that the above representation are material and important and will be relied on by Anderson County in awarding the contract(s) for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from Anderson County of the true facts relating to submission of bids for this contract.


Representative's Signature

President
Title

Sworn to and subscribed before me this 4th day of May, 2025

Brittany Reagan
Notary Public



My Commission Expires Dec. 23, 2028



DIVERSITY BUSINESS INFORMATION

Definitions for Determining Minority, Women And Small-Owned Firms

The guidelines for determining minority, women and small-owned firms are defined as follows:

"MINORITY" means a person who is a citizen or lawful permanent resident of the United States and who is:

- o Black (a person having origins in any of the black racial groups of Africa);
- o Hispanic (a person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);
- o Asian American (a person having origins in any of the original peoples of the Far East, Southeast
- o Asia, the Indian subcontinent, or the Pacific Islands); or
- o American Indian and Alaskan Native (a person having origins in any of the original peoples of North America).

"MINORITY BUSINESS ENTERPRISE" shall mean a minority business:

A continuing, independent, for profit business which performs a commercially useful function, and is at least 51 percent owned and controlled by one or more minority individuals; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned and controlled by one or more minorities. Whose management and daily business operations are controlled by one or more of minority individuals. "Control" as used in the above clause, means exercising the power to make policy decision. "Operate," as used in the above clause, means being actively involved in the day-to-day management of the business.

"WOMEN BUSINESS ENTERPRISE" shall mean women business:

A continuing, independent, for profit business which performs a commercially useful function, and which is at least 51 percent owned and controlled by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned and controlled by one or more women. Whose management and daily business operations are controlled by one or more of such individuals. "Control" as used in the above clause, means exercising the power to make policy decision. "Operate," as used in the above clause, means being actively involved in the day-to-day management of the business.

DIVERSITY BUSINESS INFORMATION ANDERSON COUNTY GOVERNMENT

NOTE: This form is to be submitted only by those who qualify. Bidders do not have to be a minority business to be considered.

IMPORTANT! NOTARY AND COPY OF CERTIFICATION REQUIRED

SECTION 6 – DIVERSITY INFORMATION

VENDOR/CONTRACTOR NAME: Skilled Services

Type of Company: [Check One]

() Corporation () Partnership (☒) Limited Liability () Sole Proprietor

Is your company 51% Owned or Operated by a Minority Group? Yes ___ No ☒

If yes, check the ethnic category and indicate % of ownership:

- ☐ American Indian/Alaskan Native ___%
☐ African American ___%
☐ Hispanic ___%
☐ Asian/Pacific Islander ___%
☐ Other ___% (please indicate)

Please name the entity of certification: n/a

Please provide copy of certification letter or certificate

I, HEREBY CERTIFY THAT THE ABOVE INFORMATION IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.

Signature: [Signature] OFFICER OF THE COMPANY

Name: Robert Smith Title: President

NOTARY ACKNOWLEDGEMENT:

STATE OF TN

COUNTY OF Knox

ON August 4th, 2025, BEFORE ME, Brittany Reagan

PERSONALLY APPEARED Robert Smith, PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/ THEY EXECUTED THE SAME IN HIS/HER/ THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/ THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON (S) ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE OF NOTARY: Brittany Reagan

PRINTED FULL NAME OF NOTARY: Brittany Reagan

My Commission Expires Dec. 23, 2028

MY COMMISSION EXPIRES: _____



CONFLICT OF INTEREST AFFIDAVIT/STATEMENT

NOTE: PLEASE SIGN AND RETURN PAGE TWO IN YOUR BID PACKET.

T. C. A. 5-14-114. Conflicts of interest -- Illegal payments.

(a) Neither the county purchasing agent, nor members of the county purchasing commission, nor members of the county legislative body, nor other officials of the county, shall be financially interested, or have any personal beneficial interest, either directly or indirectly, in any contract or purchase order for any supplies, materials, equipment or contractual services used by or furnished to any department or agency of the county government.

(b) Nor shall any such persons accept or receive, directly or indirectly, from any person, firm or corporation to which any contract or purchase order may be awarded, by rebate, gift or otherwise, any money or anything of value whatsoever, or any promise, obligation or contract for future reward or compensation.

(c) A violation of this section is a Class D felony.

T. C. A. 12-4-101 Personal interest of officers prohibited.

(a) (1) It is unlawful for any officer, committee member, director, or other person whose duty it is to vote for, let out, overlook, or in any manner to superintend any work or any contract in which any municipal corporation, county, state, development district, utility district, human resource agency, or other political subdivision created by statute shall or may be interested, to be directly interested in any such contract. "Directly interested" means any contract with the official personally or with any business in which the official is the sole proprietor, a partner, or the person having the controlling interest. "Controlling interest" includes the individual with the ownership or control of the largest number of outstanding shares owned by any single individual or corporation. This subdivision (a)(1) shall not be construed to prohibit any officer, committee person, director, or any person, other than a member of a local governing body of a county or municipality, from voting on the budget, appropriation resolution, or tax rate resolution, or amendments thereto, unless the vote is on a specific amendment to the budget or a specific appropriation or resolution in which such person is directly interested.

(2) (A) Subdivision (a)(1) shall also apply to a member of the board of directors of any not-for-profit corporation authorized by the laws of Tennessee to act for the benefit or on behalf of any one (1) or more counties, cities, towns and local governments pursuant to title 7, chapter 54 or 58.

(B) Subdivision (a)(2)(A) does not apply to any county with a metropolitan form of government and having a population of four hundred thousand (400,000) or more, according to the 1980 federal census or any subsequent federal census.

(b) It is unlawful for any officer, committee member, director, or other person whose duty it is to vote for, let out, overlook, or in any manner to superintend any work or any contract in which any municipal corporation, county, state, development district, utility district, human resource agency, or other political subdivision created by statute shall or may be interested, to be indirectly interested in any such contract unless the officer publicly acknowledges such officer's interest. "Indirectly interested" means any contract in which the officer is interested but not directly so, but includes contracts where the officer is directly interested but is the sole supplier of goods or services in a municipality or county.

(c) (1) Any member of a local governing body of a county or a municipality who is also an employee of such county or municipality and whose employment predates the member's initial election or appointment to the governing body of the county or municipality may vote on matters in which the member has a conflict of interest if the member informs the governing body immediately prior to the

CONFLICT OF INTEREST AFFIDAVIT/STATEMENT

vote as follows: "Because I am an employee of (name of governmental unit), I have a conflict of interest in the proposal about to be voted. However, I declare that my argument and my vote answer only to my conscience and to my obligation to my constituents and the citizens this body represents." The vote of any such member having a conflict of interest who does not so inform the governing body of such conflict shall be void if challenged in a timely manner. As used in this subdivision (c)(1), "timely manner" means during the same meeting at which the vote was cast and prior to the transaction of any further business by the body.

(2) Any member of a local governing body of a county or a municipality who is also an employee of such county or municipality and whose employment began on or after the date on which the member was initially elected or appointed to serve on the governing body of the county or municipality shall not vote on matters in which the member has a conflict of interest.

(3) (A) In the event a member of a local governing body of a county or a municipality has a conflict of interest in a matter to be voted upon by the body, such member may abstain for cause by announcing such to the presiding officer.

(B) (i) Any member of a local governing body of a municipality who abstains from voting for cause on any issue coming to a vote before the body shall not be counted for the purpose of determining a majority vote.

(ii) This subdivision (c)(3)(B) shall in no way be construed to apply to any county having a metropolitan form of government and having a population in excess of five hundred thousand (500,000), according to the 1990 federal census or any subsequent federal census.

(d) This section shall apply to a member of the board of directors or officer of any nonprofit corporation required under § 8-44-102(b)(1)(E) to conduct all meetings of its governing body as open meetings.

I have read and understand both T.C. A. 5-14-114 and T. C. A. 12-4-101, and will comply.

NOTE: PLEASE SIGN AND RETURN PAGE TWO IN YOUR BID PACKET.


08/04/2025
 Contractor or Company Owner (signature) Date

Skilled Services
 Contractor or Company Name (print)

Insurance Requirement Acknowledgment

The bidder awarded this bid or contract will maintain, at their expense adequate insurance coverage to protect them from claims arising under the Worker's Compensation Act, any and all claims for bodily injury and property damage to the Bidder and to Anderson County Government while delivery and service are being done. A certificate of insurance must be on file in the Purchasing Department before work may begin and must be maintained until work is completed.

Only the items marked with an "X" are applicable to this bid and or contract.

1. ☒ **Workers Compensation
Employers Liability** Statutory limits
100,000/100,000/500,000
2. ☒ **Commercial General Liability** \$500,000 per occurrence
\$1,000,000 aggregate
 - ☒ Occurrence Form Only
 - ☒ Include Premises Liability
 - ☒ Include Contractual
 - ☒ Include XCU
 - ☒ Include Products and Completed Operations
 - ☒ Include Personal Injury
 - ☒ Include Independent Contractors
 - ☒ Include Vendors Liability
 - ☒ Include Professional or E&O Liability
3. ☐ **Business Auto**
 - ☐ Include Garage Liability
 - ☐ Include Garage Keepers Liability
 - ☐ Copy of Valid Driver's License
 - ☐ Copy of Current Motor Vehicle Record
 - ☐ Copy of Current Auto Liability Declarations Page
4. ☐ **Crime Coverages**
 - ☐ Employee Dishonesty
 - ☐ Employee Dishonesty Bond
5. ☐ **Property Coverages**
 - ☐ Builders Risk
 - ☐ Inland Marine
 - ☐ Transportation
6. ☒ Performance Bond Required – A One Hundred Percent (100%) performance or an irrevocable letter of credit in favor of Anderson County Government at a federally insured financial institution in accordance with T.C.A. 12-4-201. This MUST be submitted before purchase order issued. **REQUIRED IF BID IS OVER \$100,000.**

Certificate Holder Shall Be: Anderson County Government, Clinton, Tennessee, and shall show the bid number and title. Anderson County Government shall be named as an additional insured on all policies except worker's compensation and auto. Insurance carrier ratings shall have a Best's rating of A-VII or better, or its equivalent. Cancellation clause on certificate should strike out "endeavor to" and include a 30-day notice of cancellation where applicable. Any deviations from the above requirements must be disclosed to the Anderson County Purchasing Agent. Any liability deductibles or exclusions must also be disclosed. Exceptions can be granted if applicable.

Bidders Statement and Certification

I understand the insurance requirements of these specifications and will comply in full within 21 (twenty-one) calendar days if awarded this bid and or contract. I agree to furnish the county with proof of insurance for the entire term of the bid and or contract.

Skilled Services
Vendor Name

Robert Smith
Bid Representative Name (Please Print)

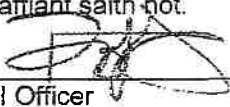

Authorized Signature
08/04/2025
Date

DRUG-FREE WORKPLACE AFFIDAVITSTATE OF TNCOUNTY OF KNOX

The undersigned, principal officer of Skilled Services, an employer of five (5) or more employees contracting with Anderson County Government to provide construction services, hereby states under oath as follows:

1. The undersigned is a principal officer of Skilled Services (hereinafter referred to as the "Company"), and is duly authorized to execute this Affidavit on behalf of the Company.
2. The Company submits this Affidavit pursuant to T.C.A. 50-9-113, which requires each employer with no less than five (5) employees receiving pay who contracts with the state or any local government to provide construction services to submit an affidavit stating that such employer has a drug-free workplace program that complies with Title 50, Chapter 9 of the *Tennessee Code Annotated*.
3. The Company is compliance with T.C.A. 50-9-113

Further affiant saith not.


Principal OfficerSTATE OF TNCOUNTY OF KNOX

Before me personally appeared Robert Smith, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the foregoing affidavit for the purpose therein contained.

Witness my hand and seal office this 4th day of August,
20 25.

Brittany Reagan
Notary Public

My commission expires: December 23rd, 20 28.



Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond**CONTRACTOR:***(Name, legal status and address)*

Skilled Services Quality Construction, LLC
 2800 Hoitt Ave.
 Knoxville, TN 37917

OWNER:*(Name, legal status and address)*

Anderson County Government
 100 North Main Street
 Clinton, TN 37716

SURETY:*(Name, legal status and principal place of business)*

Westfield Insurance Company
 P.O. Box 5001
 Westfield Center, OH 44251-5001
Mailing Address for Notices
 P.O. Box 5001
 Westfield Center, OH 44251-5001

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: 5% Five Percent of Amount Bid

PROJECT:*(Name, location or address, and Project number, if any)*

Renovations at the Anderson County Health Department

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 5th day of August, 2025.


(Witness) Brittany Reagan

Skilled Services Quality Construction, LLC

*(Principal)**(Seal)*

By:

(Title) Robert Smith President


(Witness) Dana Frantz

Westfield Insurance Company

*(Surety)**(Seal)*

By:

(Title) Kendra Adams, Attorney-in-Fact

General
Power
of Attorney

**Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio**

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center Medina County Ohio, do by these presents make, constitute and appoint **Kendra Adams**

of **Knoxville** and State of **TN** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver the following bond

Surety Bond Number: Bid Bond

Principal: Skilled Services Quality Construction, LLC

Obligee: Anderson County Government

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their Vice President, Surety and their corporate seals to be hereto affixed this 01st day of July A.D., 2025.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By: *Gary W. Stumper*

Gary W. Stumper, Vice President, Surety

State of Ohio
County of Medina ss.

On this 01st day of July A.D. 2025 before me personally came Gary W. Stumper to me known, who, being by me duly sworn, did depose and say, that he resides in **Medina, OH**; that he is **Vice President, Surety** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order

Notarial
Seal
Affixed



David A. Kotnik

David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.

I **Kathleen Golovan**, Chief Administrative Officer & Corporate Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center Ohio this 5th day of August A.D. 2025



Kathleen Golovan

Kathleen Golovan
Chief Administrative Officer & Corporate Secretary



STATE OF TENNESSEE
DEPARTMENT OF
COMMERCE AND INSURANCE



26-005

SKILLED SERVICES QUALITY CONSTRUCTION, LLC

419855

ID NUMBER: 34266

LIC STATUS: ACTIVE

EXPIRATION DATE: October 31, 2026

BOARD FOR LICENSING CONTRACTORS
CONTRACTOR

THIS IS TO CERTIFY THAT ALL REQUIREMENTS
OF THE STATE OF TENNESSEE HAVE BEEN MET

SKILLED SERVICES QUALITY CONSTRUCTION, LLC
2800 HOITT AVE
KNOXVILLE, TN 37917

State of Tennessee

419855

BOARD FOR LICENSING CONTRACTORS
CONTRACTOR

SKILLED SERVICES QUALITY CONSTRUCTION, LLC

This is to certify that all requirements of the State of Tennessee have been met.

ID NUMBER: 34266
LIC STATUS: ACTIVE
EXPIRATION DATE: October 31, 2026
UNLIMITED; BC; CE; CMC; LMC



IN-1313
DEPARTMENT OF
COMMERCE AND INSURANCE

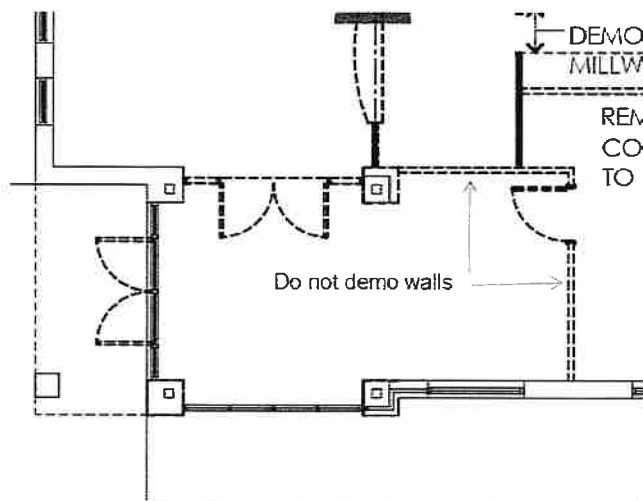
Anderson County Health Department Renovation

Attachment to the Owner – Contractor Agreement

EXHIBIT 2

After bids were opened on August 5, 2025, the Owner notified the low bidder that the contract would be awarded to him. Subsequently the Owner and Contractor agreed to the several deductions to the Contract Sum. These value engineering decisions were communicated by the Owner in an email dated September 29, 2025.

No.	Location	Description	Cost
1	Throughout	Reduce the quality of interior doors to paint grade.	\$5,795
2	Locker Rooms 156, 158	Replace exterior doors with storefront, install film on interior of glass. Do not demo walls indicated in sketch below. Delete all other work, including new doors from restrooms.	\$32,015
3	Break Rooms 108, 135	Install new door in Rm 108. Delete all other work. Install new floor in Rm 135. Delete all other work.	\$14,633
4	Laboratory 149	Delete all cabinet work on the west side of the room.	\$9,561
5		Davis Bacon savings	\$8,400



A1.0 Demolition Plan